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No. 32] NEW DELHI, AUGUST 6— AUGUST 12, 2017, SATURDAY/ SRAVANA 15—SRAVANA 21, 1939

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1803.—दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार श्री भारत बी. बादामी, एडवोकेट को, मुम्बई, महाराष्ट्र के विशेष न्यायालय (सीबीआई केस) में दिल्ली विशेष पुलिस स्थापना (के.अ.ब्यूरो) द्वारा दायर आरसी 12(एस)/2015, सीबीआई, एससी-I, नई दिल्ली (शीना बोरा हत्या केस) और अपील / संशोधन और उनसे जुड़े अन्य मामलों के अभियोजन के लिए उनकी नियुक्ति की तिथि से तीन वर्ष की अवधि के लिए अथवा काउंसेल को सौंपे गए मामले के निपटान तक अथवा अगले आदेशों तक, जो भी पहले हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/03/2017—एवीडी-II]

एस. पी. आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**

New Delhi, the 31st July, 2017

S.O. 1803.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Bharat B. Badami, Advocate as Special Public Prosecutor for conducting prosecution of RC 12(S)/2015, CBI, SC-I, New Delhi (Sheena Bora Murder case) instituted by the Delhi Special Police Establishment (C.B.I.) in the Special Court (CBI Cases) at, Mumbai, Maharashtra and appeals / revisions and other matters connected therewith and incidental thereto for a period of three years from the date of appointment or disposal of the case entrusted to the counsel or till further orders whichever is earlier.

[F. No. 225/03/2017-AVD-II]

S. P. R. TRIPATHI, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 1 अगस्त, 2017

का.आ. 1804.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, राजस्व विभाग के अधीन तीन कार्यालयों नामतः सतर्कता महानिदेशालय (मुख्यालय), केंद्रीय उत्पाद शुल्क सीमा शुल्क बोर्ड, नई दिल्ली; नॉर्थ जोनल यूनिट, सतर्कता महानिदेशालय, केंद्रीय उत्पाद शुल्क सीमा शुल्क बोर्ड, नई दिल्ली और लखनऊ जोनल यूनिट, सतर्कता महानिदेशालय, केंद्रीय उत्पाद शुल्क सीमा शुल्क बोर्ड, लखनऊ को इनके 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों द्वारा हिंदी का कार्यसाधक ज्ञान प्राप्त कर लेने पर अधिसूचित करती है।

[फा. सं. ई-11017/1/2016-ए.डी. (हिन्दी-4)]

डॉ. सतीश चन्द्र, संयुक्त निदेशक (राजभाषा)

MINISTRY OF FINANCE**(Department of Revenue)**

New Delhi, the 1st August, 2017

S.O. 1804.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notifies the Directorate General of Vigilance (Hqrs), Central Board of Excise & Customs, New Delhi; North Zonal Unit, Directorate General of Vigilance, Central Board of Excise & Customs, New Delhi and Lucknow Zonal Unit, Directorate General of Vigilance, Central Board of Excise & Customs, Lucknow under the Department of Revenue, where more than 80 percent staff has acquired the working knowledge of Hindi.

[F. No. E-11017/1/2016-AD (Hindi-4)]

Dr. SATISH CHANDRA, Jt. Director (O.L.)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 4 अगस्त, 2017

का.आ. 1805.—भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) की धारा 6 की उप-धारा (2) के साथ पठित धारा 6 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री मोहम्मद मुस्तफा, आईएएस (यूपी:1995), संयुक्त सचिव, वित्तीय सेवाएं विभाग को पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा

अगले आदेशों तक, जो भी पहले हो, भारतीय लघु उद्योग विकास बैंक (सिडबी) के अध्यक्ष एवं प्रबंध निदेशक (सीएमडी) के पद पर नियुक्त करती है।

[फा.सं. 17/4/2017-आईएफ-II]

सौम्यजित घोष, अवर सचिव

(Department of Financial Services)

New Delhi, the 4th August, 2017

S.O. 1805.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section (6) read with sub-section (2) of Section 6 of the Small Industries Development Bank of India Act, 1989 (39 of 1989), the Central Government hereby appoints Shri Mohammad Mustafa, IAS (UP:1995), Joint Secretary, Department of Financial Services as Chairman & Managing Director (CMD) in Small Industries Development Bank of India (SIDBI) on deputation basis, for a period of three years from the date of taking over charge of the post, or until further orders, whichever is earlier.

[F. No. 17/4/2017-IF-II]

SOUMYAJIT GHOSH, Under Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 25 जुलाई, 2017

का.आ. 1806.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, सेंट पीटर्सबर्ग में श्री मनीष कुमार, सहायक अनुभाग अधिकारी को दिनांक 25 जुलाई, 2017 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी-4330/01/2017]

प्रकाश चन्द, निदेशक (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 25th July, 2017

S.O. 1806.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Manish Kumar, Assistant Section Officer as Assistant Consular Officer in Consulate General of India, St. Petersburg to perform the Consular services with effect from 25th July, 2017.

[No. T-4330/01/2017]

PRAKASH CHAND, Director (Consular)

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 6 अप्रैल, 2017

का.आ. 1807.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम(2) और (4) के अनुसरण में मध्य रेलवे के सोलापुर मंडल के लातूर रेलवे स्टेशन कार्यालय, जहां 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है।

[सं. हिंदी 2015/रा.भा.-1/12/2]

के. पी. सत्यानंदन, निदेशक (राजभाषा)

MINISTRY OF RAILWAYS

(RAILWAY BOARD)

New Delhi, the 6th April, 2017

S.O. 1807.—Ministry of Railways (Railway Board) in pursuance of Sub Rule(2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the Official purposes of the Union) hereby, notify the Latur Railway Station Office of Solapur Division of Central Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi.

[No. Hindi 2015/O.L.-1/12/2]

K. P. SATHYANANDAN, Director (O.L.)

नई दिल्ली, 8 जून, 2017

का.आ. 1808.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम(2) और (4) के अनुसरण में दिल्ली स्थित राइट्स लिमिटेड के निरीक्षण कार्यालय, उत्तरी क्षेत्र, दिल्ली जहां 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है।

[सं. हिंदी 2015/रा.भा.-1/12/2 भाग-I]

के. पी. सत्यानंदन, निदेशक (राजभाषा)

New Delhi, the 8th June, 2017

S.O. 1808.—Ministry of Railways (Railway Board) in pursuance of Sub Rule(2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the Official purposes of the Union) hereby, notify the RITES LIMITED, Inspection Office, North Region, Delhi, where 80% or more Officers/Employees have acquired the working knowledge of Hindi.

[No. Hindi 2015/O.L.-1/12/2 Pt.-I]

K. P. SATHYANANDAN, Director (O.L.)

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1809.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम(2) और (4) के अनुसरण में मंडल रेल प्रबंधक कार्यालय/ रांची, दक्षिण पूर्व रेलवे, जहां 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है।

[सं. हिंदी 2015/रा.भा.-1/12/2 भाग-II]

के. पी. सत्यानंदन, निदेशक (राजभाषा)

New Delhi, the 2nd August, 2017

S.O. 1809.—Ministry of Railways (Railway Board) in pursuance of Sub Rule(2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the Official purposes of the Union) hereby, notify the Divisional Railway Manager's, Ranchi Office of South Eastern Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi.

[No. Hindi 2015/O.L.-1/12/2 Pt.-II]

K. P. SATHYANANDAN, Director (O.L.)

विद्युत मंत्रालय

नई दिल्ली, 27 जुलाई, 2017

का.आ. 1810.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन एसजेवीएन लिमिटेड के एसजेवीएन थर्मल प्रा. लिमिटेड, बक्सर थर्मल पावर प्रोजेक्ट, द्वितीय तल, नवदुर्गा कॉम्प्लेक्स, अम्बेडकर चौक, बक्सर (बिहार)—802103 तथा देवसारी जल विद्युत परियोजना, एसजेवीएन लिमिटेड, डाकघर—थराली, जिला—चमोली, उत्तराखण्ड, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है।

[सं. 11017/10/2013-हिंदी]

अंजू भल्ला, संयुक्त सचिव (प्रशा.)

MINISTRY OF POWER

New Delhi, the 27th July, 2017

S.O. 1810.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby notify BUXAR THERMAL POWER PROJECT, 2nd Floor Navdurga Complex, Ambedkar Chowk, Buxar (Bihar)-802103 and DEVSARI HYDRO ELECTRIC PROJECT, SJVN Ltd., Post Office-Tharali, Dist-Chamoli, Uttarakhand of the SJVN Ltd. Under the administrative control of Ministry of Power, where 80% of the staff have acquired working knowledge of Hindi.

[No. 11017/10/2013-Hindi]

ANJU BHALLA, Jt. Secy. (Adm.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1811.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उस में

उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिल्लीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
तहसील - रणपुर	जिला - नयागढ़	राज्य - ओडिशा		
गाँव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5
नरसिंहपुर	2868	00	02	63
	2869	00	05	68
	2870	00	04	03
	2870/4019	00	01	42
	2823	00	00	70
	2824	00	05	99
	2822	00	00	97
	2821	00	02	53
	2820	00	01	95
	2818	00	01	51
	2819	00	02	13
	2795	00	04	20
	2792	00	00	16
	2791	00	02	10
	2783	00	02	27
	2782	00	01	88
	2949	00	00	20
	2775	00	04	93
	2962	00	00	92
	2774	00	02	66
	2773	00	03	47
	2963	00	00	24
	2964	00	02	36

2970	00	01	90
2971	00	01	97
2972	00	01	87
2974	00	04	04
2975	00	00	10
2975/4164	00	01	12
2765	00	01	22
2764	00	01	21
2967/4043	00	01	06
2754	00	01	01
2754/4029	00	00	87
2753	00	02	48
2979	00	00	80
2751	00	07	87
3012	00	00	95
3013	00	01	27
3011	00	00	10
3014	00	02	44
3015	00	03	24
3033	00	01	70
3032	00	03	32
3039	00	00	63
3031	00	06	78
3030	00	00	10
4040	00	01	72
3040	00	01	76
3042	00	01	85
3042/4158	00	01	59
3046	00	03	44
3043	00	00	63

3045	00	00	87
3044	00	03	44
3065	00	02	80
3066	00	00	10
3070	00	01	58
3071	00	02	12
3074	00	02	22
3075	00	04	16
3076	00	00	41
3104	00	00	27
3103	00	04	07
3102	00	02	60
3170	00	01	45
3159	00	03	47
3169	00	01	30
3169/4154	00	00	88
3168	00	00	18
3160	00	05	24
3157	00	01	29
3156	00	02	52
3155	00	01	54
3154	00	00	37
3145	00	04	89
3144	00	01	52
3146	00	03	21
3133	00	00	10
3131	00	03	08
3127	00	03	94
2543	00	00	10
2544	00	06	26

2561	00	00	95
2558	00	06	11
2559	00	05	91
2557	00	02	76
2560	00	00	11
2556	00	00	22
2563	00	02	81
2564	00	02	03
2588	00	04	00
2566	00	00	51
2567	00	02	49
2568	00	03	96
2569	00	03	77
2570	00	02	04
2573	00	03	14
2574	00	01	59
2575	00	04	30
4014	00	00	79
2578	00	00	54
2330	00	00	78
2581	00	00	62
2331	00	00	55
2205	00	05	01
2211	00	00	36
2204	00	05	44
2178	00	03	27
2179	00	04	13
2180	00	00	84
2168	00	01	08
2167	00	02	45

2166	00	01	82
2157	00	00	10
2165	00	05	75
2171	00	00	68
2164	00	05	91
2163	00	00	13
2162	00	05	12
2172	00	00	69
2110	00	01	65
2110/4004	00	02	62
2111	00	02	05
2112	00	06	22
2113	00	00	10
2086	00	07	29
2087	00	00	16
2076	00	04	47
2075	00	07	26
2065	00	00	15
2064	00	06	15
1913	00	04	08
1914	00	00	24
1920	00	03	61
1921	00	03	31
1922	00	05	09
1923	00	05	24
1927	00	00	12
1924	00	02	54
1858	00	04	02
1925	00	00	37
1857	00	03	70

1856	00	07	55
1855	00	02	16
1838	00	00	60
1839	00	05	96
1840	00	06	92
1835	00	02	84
1841	00	00	24
1830	00	0	10
1829	00	04	21
1829/4256	00	04	21
1824	00	00	46
1828	00	03	25
1827	00	02	81
1826	00	00	63
1695	00	01	15
1696	00	04	75
1702	00	04	23
1701	00	00	10
1722	00	00	10
1723	00	01	51
1724	00	02	57
1725	00	02	51
1719	00	00	11
1718	00	01	17
1717	00	01	66
1716	00	03	48
1730	00	00	27
1731	00	00	10
1713	00	04	20
1733	00	04	02

	1734	00	01	66
	1735	00	03	56
	50	00	05	28
	46	00	01	67
	43	00	00	65
	47	00	01	58
	48	00	04	68
	40	00	07	66
	41	00	00	10
	39	00	03	00
	32	00	00	44
	33	00	03	13
	35	00	01	71
	36	00	01	98
करडापलि	145	00	11	58
	148	00	02	88
	149	00	02	96
	159	00	04	18
	151	00	04	42
	154	00	04	37
	175	00	03	26
	176	00	08	80
	190	00	01	56
	189	00	02	43
	194	00	00	15
	195	00	04	27
	193	00	00	10
	198	00	04	16
	238	00	17	16
	239	00	01	40

	224	00	00	10
	222	00	01	59
	221	00	02	14
	218	00	03	72
	220	00	00	23
	219	00	02	31
	217	00	02	87
	216	00	00	22
	215	00	04	73
	105	00	02	44
	96	00	02	48
	95	00	01	44
	94	00	00	42
	98/973	00	00	22
	93	00	02	25
	92	00	01	57
	91	00	00	30
	97	00	03	72
	1	00	03	33
लतार	1182	00	03	26
	1165	00	02	26
	1178	00	01	01
	1177	00	07	10
	1174	00	03	28
	1173	00	03	47
	1147	00	06	89
	1144	00	08	56
	1143	00	00	34
	1116	00	09	80

1114	00	05	41
1120	00	09	67
1083	00	00	69
1082	00	02	95
1087	00	02	59
1077	00	06	77
1078	00	00	63
1076	00	01	82
1007	00	04	55
1009	00	05	86
1015/1208	00	07	19
1018	00	00	65
1017	00	05	81
1024	00	03	36
1029	00	01	27
1029/1239	00	00	94
1029/1243	00	02	11
1035	00	03	38
1039	00	04	03
1044	00	03	59
325	00	06	63
323	00	03	35
324	00	03	60
316	00	03	23
315	00	02	42
313	00	02	50
312	00	01	09
312/1254	00	01	14
306	00	05	74
310	00	00	10

307	00	00	37
279	00	02	99
277	00	02	66
276	00	01	45
270	00	01	46
265	00	02	95
266	00	00	10
255	00	01	68
255/1200	00	00	64
253	00	02	98
249	00	01	33
248	00	01	57
243	00	02	71
242	00	00	10
234	00	02	22
235	00	00	33
220	00	03	41
217	00	00	16
218	00	04	05
204	00	04	00
205	00	02	20
179	00	04	00
177	00	00	65
178	00	01	34
176	00	05	20
173	00	03	18
170	00	01	31
172	00	03	15
171	00	00	50
116	00	07	52

	117	00	00	18
	118	00	05	07
	110	00	03	90
	119	00	05	89
	108	00	01	09
	109	00	05	54
	99	00	02	64
	100	00	02	27
	70	00	02	42
बलरामपुर	937	00	00	16
	937/1706	00	00	13
	938	00	08	08
	936	00	08	62
	962	00	01	76
	963	00	02	44
	964	00	00	77
	965	00	03	11
	966	00	01	38
	961	00	03	37
	968	00	04	61
	969	00	02	06
	930/1640	00	00	20
	930	00	04	44
	1025	00	02	51
	929	00	00	45
	1026	00	04	64
	1027	00	09	43
	1030	00	01	98
	1031	00	01	41
	1029	00	05	15

1054	00	07	83
1053	00	00	85
1064	00	07	78
1065	00	12	43
1085	00	01	01
1086	00	03	77
1087	00	05	50
1091	00	01	47
1092	00	02	63
1095	00	02	66
1107	00	03	62
1108	00	06	84
1117	00	05	15
1118	00	01	31
1119	00	00	10
1120	00	05	48
1121	00	00	81
822	00	05	34
824	00	00	73
821	00	04	10
811	00	05	84
809	00	04	86
804/1647	00	02	66
802	00	02	67
759	00	05	02
754	00	05	21
753	00	00	14
753/1669	00	01	23
746	00	07	81
745	00	02	40

738	00	04	13
737	00	01	23
730	00	01	38
730/1673	00	02	53
729	00	00	37
720	00	04	59
719	00	02	00
721	00	00	10
717	00	05	30
716	00	07	82
708	00	06	26
653	00	00	97
654	00	03	58
655	00	00	52
656	00	03	81
657	00	02	98
387	00	00	40
387/1676	00	00	32
386/1568	00	05	55
398	00	19	64
363	00	02	53
363/1731	00	02	19
364	00	00	28
365	00	01	52
366	00	03	09
367	00	00	42
367/1661	00	03	79
362	00	00	10
362/1666	00	00	11
208	00	01	43

	199	00	09	31
	200	00	04	31
	197	00	00	10
	201	00	05	23
	190	00	11	97
	189	00	00	42
	191	00	01	61
	1	00	07	98
	66	00	01	14
	32	00	07	73
	60	00	00	51
	60/1678	00	00	51
	33	00	04	09
	59	00	01	54
	35	00	05	47
	35/1719	00	01	12
	35/1721	00	01	12
	43	00	00	87
	44	00	20	32
	45	00	00	29
	46	00	00	70
	47	00	01	12
	48	00	01	04
बांकपुर	284	00	02	94
	284/650	00	01	43
	285	00	07	63
	291	00	00	44
	289	00	05	12
	287	00	06	61

	277	00	05	21
	276	00	05	62
	268	00	01	75
	275	00	00	90
	269	00	07	66
	270	00	09	43
	255	00	01	36
	254	00	02	54
	253	00	05	40
	252	00	00	59
	251	00	04	17
	250	00	00	87
	249	00	01	16
श्यामघन पुर	637	00	07	32
	668	00	6	92
	667	00	01	35
	660	00	05	06
	665	00	07	17
	664	00	01	81
	649	00	00	7
	495	00	06	28
	496	00	03	63
	497	00	02	26
	494	00	00	42
	490	00	14	08
	478	00	02	62
	479	00	00	32
	467	00	12	66
	466	00	02	07
	464	00	07	33

	465	00	03	72
जगन्नाथ पुर	541	00	01	96
	541/731	00	00	77
	541/732	00	05	74
	541/744	00	00	32
	541/751	00	00	32
	541/797	00	00	45
	543	00	01	17
	540	00	06	28
	539	00	02	95
	535	00	00	94
	531	00	00	28
	531/750	00	00	23
	531/769	00	00	15
	532	00	05	59
	513	00	03	51
	512	00	03	03
	512/730	00	02	46
	509	00	03	14
	508	00	06	55
	496	00	04	45
	494	00	05	37
	485	00	03	54
	485/763	00	01	18
	481	00	02	77
	481/771	00	01	66
	479	00	00	10
	480	00	02	08
	480/777	00	02	81

453	00	04	43
450	00	04	63
435	00	06	86
427	00	04	79
427/725	00	01	48
427/746	00	00	13
424	00	05	16
416	00	05	45
409	00	04	90
410	00	01	66
395	00	02	87
391	00	03	44
393	00	01	52
392	00	02	29
390	00	01	67
376	00	03	46
375	00	00	17
370	00	00	48
371	00	03	63
362	00	03	52
361	00	00	10
361/765	00	00	10
359	00	06	89
350	00	00	75
349	00	01	57
348	00	03	05
345	00	05	02
342	00	00	26
342/719	00	00	29
343	00	01	71

	86	00	09	67
	87	00	04	48
	87/724	00	01	13
	87/727	00	01	86
	87/741	00	01	72
	87/742	00	02	81
	87/743	00	01	13
	87/783	00	00	71
	89	00	04	48
	71	00	00	10
	70	00	04	93
	91	00	00	91
	68/705	00	00	10
	69	00	00	96
	64	00	01	85
	64/711	00	01	06
	64/712	00	02	12
	64/713	00	02	12
	64/740	00	00	10
	51/680	00	00	19
	52	00	04	60
	51	00	03	15
	53	00	00	20
	54	00	04	04
	56	00	05	71
	45	00	06	16
सानगड़	519	00	03	04
	527	00	04	15
	526	00	01	13

	528	00	03	07
	525	00	02	92
	513	00	00	21
	524	00	05	95
	523	00	04	24
	515	00	07	06
	516	00	09	14
	484	00	09	66
	486	00	01	25
	487/1708	00	03	13
	488	00	02	04
	489	00	01	02
	494	00	05	05
	493	00	01	13
	426	00	03	99
	428	00	08	78
	415	00	07	12
	409	00	00	86
	410	00	08	86
	399	00	04	59
	360	00	01	88
जदुपुर	317	00	01	58
	293	00	00	87
	292	00	03	39
	291	00	02	31
	290	00	03	19
	289	00	01	69
	274	00	06	92
	288	00	00	10

	275	00	03	87
	267	00	01	77
	265	00	05	79
	266	00	00	10
	264	00	02	74
	256	00	07	21
	58	00	03	28
	57	00	13	51
	60	00	06	42
	40	00	09	04
	37	00	01	84
	34	00	02	75
	33	00	00	18
	32/335	00	00	34
	35	00	11	93
	26	00	04	43
	27	00	02	02
	25	00	02	23
	27/334	00	00	10
	13	00	04	97
थाननगर	384	00	09	05
	385	00	01	03
	386	00	02	39
	386/566	00	02	39
	375	00	03	98
	374	00	01	37
	374/571	00	00	53
	373	00	08	01
	372	00	00	31

	391	00	00	10
	366	00	10	56
	365	00	03	39
	362/551	00	00	10
	362	00	00	10
	363	00	00	61
	364	00	04	64
	399	00	04	94
	399/582	00	03	26
	316	00	00	10
	317	00	08	12
	318	00	00	71
	335	00	01	79
	334	00	04	79
	320	00	05	64
	320/539	00	00	60
	311	00	00	10
	310	00	04	15
	310/545	00	03	13
	1	00	04	05
पिम्पल	1552	00	01	92
	1213	00	02	98
	1212	00	00	71
	1212/1751	00	00	71
	1210	00	04	55
	1208	00	00	46
	1208/1755	00	00	46
	1208/1754	00	00	98
	1208/1758	00	00	98

	1220	00	04	31
	1207	00	11	34
	1204	00	04	29
	1205	00	02	16
	1202	00	00	92
	1203	00	02	76
	1196	00	05	27
	1170	00	00	21
	1195	00	05	24
	1189	00	06	99
	1188	00	00	10
	1190	00	00	49
	1187	00	04	47
	105	00	07	24
	103	00	00	76
	104	00	07	46
कंकिया	2554	00	02	23
	2555	00	06	62
	2559	00	01	96
	2560	00	04	79
	2561	00	01	11
	2562	00	03	11
	2551	00	00	29
	2572	00	00	06
	2563	00	04	72
	2564	00	11	58
	2542	00	01	81
	2535	00	00	61
	2534	00	09	46

2530	00	00	11
2531	00	03	94
2532	00	03	33
2533	00	01	64
2522	00	00	08
2289	00	01	39
2288	00	02	16
2287	00	02	75
2286	00	04	21
2278	00	00	34
2279	00	03	61
2276	00	08	49
2275	00	00	09
2265	00	07	65
2266	00	01	82
2268	00	00	10
2255	00	01	14
2254	00	01	77
2235	00	00	41
2236	00	00	85
2234	00	00	11
2233/2617	00	04	92
2233	00	07	07
2230	00	00	03
2346	00	01	70
2229	00	06	49
2348	00	00	48
2227	00	07	42
2226	00	05	83
2350	00	17	12

2351	00	01	00
2352	00	21	73
2369	00	04	81
2368	00	04	07
2367	00	01	92
2364	00	08	38
2365	00	02	34
2394	00	01	57
1926	00	08	06
1926/2698	00	07	19
1928	00	00	60
1958	00	03	47
1929	00	02	67
1957	00	10	20
1955	00	02	25
1956	00	01	29
1946	00	01	88
1951	00	00	96
1950	00	00	03
1949	00	01	18
1947	00	09	39
1945	00	00	33
1812/2650	00	03	40
1812/2649	00	01	45
1812	00	01	98
1820	00	08	89
1819	00	00	88
1821	00	00	94
1835	00	03	96
1834	00	03	12

1833	00	01	80
1836	00	03	12
1837	00	04	88
1831	00	00	93
1838	00	11	89
1840	00	03	62
1839	00	01	52
1841	00	05	40
1842	00	06	36
1830	00	00	57
1843	00	03	67
1844	00	00	16
952	00	04	20
953	00	09	67
954	00	03	58
946	00	08	58
961	00	02	60
965	00	03	57
964	00	01	43
966	00	04	07
963	00	00	32
967	00	00	29
968	00	07	62
972	00	01	58
973	00	02	53
974	00	00	26
971	00	01	40
969	00	02	23
976	00	00	61
970	00	01	29

884	00	06	37
883	00	00	02
887	00	07	07
885	00	02	35
2615	00	01	67
886	00	00	27
880	00	03	32
875	00	04	40
874	00	00	97
876	00	02	11
873	00	06	86
725	00	00	45
872	00	00	07
870	00	01	63
869	00	05	69
871	00	01	43
867	00	03	66
866	00	02	31
862	00	04	89
863	00	06	01
864	00	00	10
821	00	00	39
817	00	06	80
816	00	00	82
815	00	00	26
818	00	02	79
813	00	00	12
814	00	08	02
809	00	06	60
808	00	01	75

	810	00	07	99
	806	00	00	08
	805	00	01	44
कोलथपांगी	342	00	01	85
	51	00	49	50
	252	00	00	55
	261	00	00	31
	52	00	12	63
	143	00	02	65
	146	00	03	85
	145	00	03	84
	150/328	00	00	69
	158	00	05	65
	157	00	04	25
	196	00	00	03
	161	00	02	35
	193	00	02	48
	194	00	00	76
	162	00	00	01
	192	00	02	67
	189	00	02	16
	190	00	00	86
	191	00	01	00
	283	00	00	07
	171	00	09	68
	172	00	00	79
बाउँशगड़	1961	00	14	54
	1962	00	02	07

1975	00	07	28
1989	00	02	30
1974	00	02	72
1989/2257	00	02	43
1991	00	05	18
1992	00	06	35
1973	00	00	32
1972	00	00	17
1895	00	00	13
1994	00	23	73
1993	00	00	59
1825	00	05	36
1826	00	00	10
1824	00	02	25
1813	00	08	75
1814	00	08	04
1782	00	01	05
1782/2331	00	02	33
1783	00	01	09
1784/2239	00	00	38
1781	00	03	01
1784	00	01	19
1780	00	01	90
1779	00	03	98
1777	00	02	09
1778	00	03	58
1741	00	00	46
1742	00	09	08
1746	00	01	36
1743	00	00	68

1744	00	06	74
1713	00	01	54
1714	00	01	66
1712	00	04	04
1706	00	00	01
867	00	02	07
1705	00	04	84
433	00	04	85
434	00	07	90
448	00	03	38
447	00	02	75
446	00	00	66
445	00	04	43
452	00	00	76
453	00	02	40
454	00	06	44
458	00	02	61
459	00	02	57
466	00	14	47
466/2240	00	00	74
351	00	02	66
351/2484	00	01	44
467	00	03	42
349	00	04	67
350/2263	00	02	70
347	00	00	10
348	00	06	25
297	00	05	97
296	00	01	99
295	00	00	09

567	00	08	61
566	00	01	74
568	00	11	89
569	00	02	01
570	00	00	03
571	00	02	10
582	00	00	56
576	00	03	99
572	00	03	80
575	00	02	19
575/2195	00	00	59
575/2205	00	01	95
630	00	05	34
629	00	06	27
628	00	05	38
627	00	00	43
658	00	02	47
658/2357	00	01	12
658/2329	00	00	94
656	00	00	04
643	00	05	14
641	00	00	17
640	00	07	27
639	00	08	88
645/2278	00	00	11
637	00	02	20
732	00	00	29
733	00	04	90
734	00	03	30
738	00	00	98

	739	00	03	53
	740	00	01	85
	741	00	01	41
	742	00	01	54
	743	00	01	24
	744	00	01	10
	745	00	01	37
	747	00	00	55
	746	00	03	92
	756	00	01	12
	808	00	03	24
	757	00	00	16
	807	00	04	73
	818	00	02	37
	819	00	06	51
	806	00	04	33
	822	00	00	07
	821/2200	00	01	323
	821	00	04	22
	820	00	01	03
	865	00	01	25
	866	00	04	22
काकलमा	747	00	01	95
	747/1029	00	05	85
	747/1325	00	01	35
	747/1347	00	04	50
	763	00	00	78
	747/1030	00	00	85
	764	00	07	84

766/1061	00	03	31
766/1060	00	04	75
768	00	11	64
769	00	00	11
739	00	02	00
739/1448	00	00	85
738	00	05	46
738/1449	00	01	14
734	00	00	81
734/1020	00	03	06
734/1021	00	01	25
733	00	03	58
735	00	00	65
725	00	05	07
732	00	10	29
726	00	02	79
726/1287	00	09	78
726/1323	00	01	14
584	00	01	09
583	00	00	96
582	00	00	77
809	00	06	51
810	00	08	23
811	00	00	60
808	00	02	78
814	00	08	00
813	00	00	10
817	00	05	15
819	00	01	55
818	00	06	67

832	00	16	16
833	00	00	85
838	00	01	81
826	00	00	43
506	00	14	23
510	00	02	61
504	00	05	45
516	00	06	29
516/1435	00	02	03
516/1025	00	00	53
517	00	07	39
517/1414	00	02	20
517/1586	00	01	67
522	00	08	37
491	00	01	39
471	00	14	76
470	00	02	41
469	00	01	20
473/1193	00	00	53
473	00	01	54
473/1194	00	02	66
473/1195	00	04	96
473/1064	00	02	29
473/1207	00	01	04
473/1208	00	00	58
474	00	05	12
473/1209	00	02	03
474/996	00	02	57
251/1246	00	00	10
251/1247	00	00	19

252/1249	00	05	10
252/1248	00	01	95
252	00	00	80
252/1250	00	03	20
252/1251	00	01	43
247	00	00	54
271	00	15	18
272	00	02	28
270	00	02	72
278	00	00	76
279	00	03	22
280	00	00	10
282	00	03	16
284	00	07	93
228	00	03	40
228/1368	00	01	70
285	00	00	53
182/1116	00	12	78
182/1117	00	01	42
182	00	03	27
182/1115	00	04	00
184	00	12	58
186	00	09	80
187	00	04	06
188	00	04	02
173	00	18	11
189	00	00	59
189/1107	00	11	65
189/1106	00	07	95
173/1105	00	10	70

	173/1104	00	02	67
	173/1103	00	06	79
	173/1102	00	00	10
	168	00	23	80
	173/1099	00	01	86
	173/1098	00	07	81
	173/1097	00	11	31
	171/1096	00	07	64
	171/1095	00	07	01
	160	00	00	10
	157	00	04	11
	139	00	04	07
	139/1401	00	00	76
	139/1402	00	00	53
	140	00	08	06
	141	00	04	56
	137/1121	00	11	79
	136	00	11	15
	136/1581	00	02	99
	136/1582	00	02	00
	993	00	01	64
मधुकोट	28/450	00	00	37
	28/483	00	01	51
	28/536	00	00	80
	28	00	02	30
	26	00	04	68
	25	00	05	31
	24	00	04	65

गोपिनाथपुर	323	00	03	45
	323/378	00	00	84
	281/343	00	02	94
	281	00	05	31
	281/341	00	03	33
	282	00	03	73
	322	00	05	35
	321	00	00	21
	321/390	00	01	16
	283/375	00	00	10
	315	00	00	10
	316	00	05	90
	314	00	06	61
	298	00	03	60
	300	00	06	80
	302	00	04	80
	303	00	04	53
	306	00	03	51
	305	00	06	85
	304	00	00	10
	251	00	02	94
	250	00	03	26
	250/414	00	01	30
	250/358	00	06	87
	234	00	00	94
	237	00	00	91
	236	00	04	43
	235	00	06	81
	223	00	11	20
	222	00	09	22

	219	00	11	31
	218	00	04	12
	218/419	00	04	12
	194/356	00	03	92
	194/357	00	07	23
	194	00	00	19
	193	00	01	60
	192	00	11	68
	191	00	08	50
	190	00	06	10
	188/348	00	02	16
	188	00	08	34
	186	00	05	23
	187	00	17	78
खतिआ	3887	00	03	76
	3889	00	04	37
	3881	00	04	78
	3874	00	03	92
	3874/4663	00	03	92
	3876	00	01	55
	3875	00	04	63
	3873	00	00	37
	3872	00	00	28
	3870	00	10	23
	3871	00	04	18
	3869	00	18	44
	3627	00	06	41
	3629	00	04	59
	3630	00	05	63

3631	00	05	39
3715	00	05	83
3716	00	00	30
3709	00	01	06
3707	00	04	34
3708	00	00	40
3704	00	00	31
3705	00	04	29
3703	00	00	53
3697	00	02	47
3698	00	05	65
3696	00	00	98
3696/5870	00	00	48
3695	00	09	69
3745	00	00	10
3745/4607	00	00	10
3747	00	07	66
3749	00	04	79
3750	00	03	91
3535	00	01	12
2542	00	01	19
3534	00	01	10
3479	00	00	56
3478	00	02	04
3477	00	08	70
3425	00	00	13
3426	00	01	72
3476	00	01	59
3475	00	00	99
3430	00	05	60

3463	00	00	11
3462	00	01	73
3431	00	01	14
3461	00	04	30
3460	00	05	11
3454	00	05	32
3457	00	00	29
3456	00	01	03
3455	00	01	50
3443	00	05	53
3442	00	00	10
3442/4344	00	01	84
3054	00	08	23
3055	00	01	16
3053	00	00	35
3056	00	08	54
2961	00	00	92
2960	00	05	82
2959	00	00	49
2956	00	03	48
2958	00	03	36
2929	00	05	30
2928	00	02	79
2930	00	02	38
2927	00	02	41
2926	00	06	80
2921	00	11	76
2842	00	01	58
2843	00	09	09
2846	00	00	10

2845/4191	00	00	55
2845	00	00	13
2803	00	01	41
2802	00	00	44
2804	00	02	56
2801	00	00	10
2805	00	01	40
2811	00	00	64
2800	00	00	10
2806	00	01	25
2807	00	01	05
2808	00	01	29
2809	00	01	16
2811/4070	00	00	29
2810	00	00	10
2739	00	03	49
2737	00	00	76
2740	00	04	13
2736	00	00	31
2735	00	03	47
2684	00	01	76
2685	00	03	94
2733	00	00	25
2686	00	04	81
2683	00	01	21
2687	00	09	84
1612	00	06	88
1597	00	04	74
1611	00	00	20
1613	00	02	40

1610	00	00	10
1609	00	01	05
1614	00	04	50
1615	00	00	52
1605	00	00	12
1604	00	00	10
1616	00	01	11
1603	00	01	27
1618	00	03	00
1602	00	01	28
1619	00	11	07
1498	00	00	36
1619/4144	00	01	61
1621/4136	00	00	30
1620	00	04	67
1471	00	00	17
1477	00	00	85
1476	00	10	67
1484	00	00	42
1486	00	00	66
1437	00	06	46
1436	00	00	24
1435	00	04	01
1435/4287	00	04	47
1434	00	01	35
1412	00	03	85
1411	00	00	10
1413	00	03	28
1414/4133	00	01	24
1415	00	00	36

1414	00	03	98
1397	00	02	62
1398	00	00	44
1388	00	05	07
1387	00	01	24
1386	00	00	87
1385	00	01	30
1379	00	01	86
1380	00	04	27
1376	00	00	74
1381	00	02	32
1382	00	00	41
1648	00	00	92
1649	00	00	91
1650	00	01	11
1688	00	01	46
1706	00	09	18
1689	00	01	41
1690	00	03	70
1690/4420	00	00	90
1690/4595	00	01	63
1690/5900	00	01	63
1702	00	05	58
1702/4596	00	01	82
1701	00	00	85
1703	00	08	19
1774	00	01	87
1766	00	08	62
1765	00	00	12
1768	00	09	30

	1764	00	07	85
टनकापलि	35	00	03	22
	39	00	03	82
	36	00	01	60
	38	00	00	10
	37/576	00	04	96
	40	00	01	57
	40/617	00	00	35
	40/629	00	00	29
	40/631	00	01	34
	42	00	08	93
	42/416	00	01	59
	42/604	00	01	89
	42/628	00	01	72
	42/630	00	01	03
	48	00	05	04
	47	00	05	50
	43	00	00	93
	45	00	10	08
	44	00	00	62
	56	00	21	12
	117	00	02	24
	140	00	04	46
	160	00	03	48
	159	00	01	75
	161	00	01	95
	158	00	00	10
	157	00	04	06
	156	00	04	2

155	00	00	45
154	00	03	64
171	00	00	17
172	00	06	67
152	00	00	97
173	00	00	21
151	00	02	11
179	00	00	31
150	00	01	61
149	00	04	15
180	00	05	57
188	00	03	75
186	00	00	45
187	00	10	38
198	00	09	08
193	00	00	98
197/584	00	03	56
196	00	08	18
282	00	00	10
283/553	00	03	85
283	00	02	78
288	00	00	86
291	00	01	17
292	00	01	31
296	00	02	81
297	00	02	40
298	00	02	68
299	00	02	34
300	00	02	33
301	00	01	71

गोडिमडा	1274	00	05	90
	1273	00	01	04
	1272	00	00	40
	1271	00	07	10
	1270	00	07	31
	1269	00	04	10
	1282	00	05	27
	1285	00	22	38
	1285/2000	00	09	77
	1292	00	05	70
	1293	00	03	82
	1294	00	00	68
	1295	00	08	06
	1297/1942	00	00	88
	1297/1943	00	02	88
	1297	00	05	32
	1298	00	02	49
	1760	00	04	98
	1300	00	01	55
	1754	00	10	54
	1755	00	00	10
	1753	00	03	09
	1752	00	04	50
	1751	00	04	89
	1742	00	01	53
	1620	00	02	75
	1619	00	01	58
	1618	00	01	12
	1614/1963	00	02	10
	1616	00	02	08

1615	00	03	19
1614	00	04	98
1610	00	03	46
1611	00	04	35
1606	00	02	09
1604	00	03	38
1605	00	01	57
1602	00	02	37
1594	00	08	01
1593	00	00	10
1592	00	03	66
1589	00	00	10
1590	00	02	62
1569	00	16	78
1575	00	00	30
1574	00	01	59
1572	00	01	35
1571	00	03	38
1570	00	08	94
1579	00	00	10
1550	00	01	95
1551	00	06	74
1554	00	03	66
1553	00	01	59
1555	00	04	21
1541	00	00	17
1540	00	01	29
1539	00	02	71
1538	00	01	83
1537	00	02	88

	1512	00	01	79
	1513	00	14	95
	1514	00	06	05
	1463/1902	00	03	01
	1467	00	01	75
	1494	00	06	08
	1493	00	06	29
	1492	00	04	96
	1488	00	04	07
	1487	00	01	17
	1473	00	00	76
	1477	00	11	80
मालिसाहि	1178	00	02	25
	1168	00	00	77
	1167	00	01	15
	1166	00	00	64
	1141	00	00	40
	1141/1562	00	03	60
	1143	00	01	09
	1144	00	06	23
	1145	00	03	85
	1150	00	00	10
	1153	00	00	10
	1152	00	01	49
	1151	00	02	26
	1119	00	01	36
	1119/1564	00	01	59
	1118	00	02	32
	1118/1654	00	00	66

1117	00	00	97
1085	00	00	10
1116	00	01	21
1114	00	01	81
1115	00	00	85
1113	00	04	02
1088	00	04	02
1089	00	03	74
1092	00	00	29
1091	00	00	88
1090	00	00	88
680	00	00	18
698	00	01	29
682	00	06	47
683	00	06	47
685	00	08	32
692	00	00	10
686	00	00	10
687	00	11	77
688	00	01	20
471	00	02	10
468	00	01	84
467	00	00	93
469	00	03	60
470	00	01	16
258	00	02	84
257	00	00	29
259/1552	00	00	29
259	00	14	45
143	00	00	25

	143/1610	00	00	16
	142	00	02	93
	144	00	02	66
	140	00	00	61
	145	00	03	04
	152	00	00	10
	146	00	03	60
	129	00	00	73
	128	00	01	82
	130	00	01	00
	131	00	00	21
	127	00	04	71
	126	00	04	03
	100	00	03	56
	99	00	03	03
	73	00	04	95
	73/1545	00	07	62
	74	00	05	70
	72	00	00	25
	71	00	02	81
	64	00	02	76
	65	00	03	56
	66	00	07	18
	67	00	03	09
रंकदेउलि	266	00	00	94
	266/1979	00	00	99
	267	00	08	03
	268	00	03	51
	168	00	00	17

167	00	02	68
166	00	02	29
170	00	00	10
164	00	02	67
165	00	01	76
161	00	01	67
162	00	03	56
160	00	07	02
160/1980	00	01	24
160/2066	00	06	40
157/1760	00	00	19
156	00	03	16
156/1970	00	03	15
157	00	00	85
138	00	00	84
136	00	00	82
135	00	00	37
134	00	03	02
139	00	04	60
133	00	05	86
140	00	00	25
128	00	02	58
129	00	01	03
130	00	01	59
106	00	00	93
107	00	01	63
103	00	01	04
108	00	02	02
102	00	01	73
101	00	02	40

	94	00	00	71
	100	00	02	37
	95/1856	00	00	65
	96	00	04	70
	95	00	00	58
	85	00	04	63
	83	00	03	22
	57	00	00	10
	57/1846	00	03	11
	58	00	02	21
	59	00	03	31
	61	00	03	39
	60	00	00	10
	62	00	00	10
	63	00	01	81
	64	00	02	62
	16	00	00	79
	65	00	02	89
	66	00	02	94
	15	00	00	55
बादभुईं	1198/1361	00	01	20
	1198/1411	00	01	56
	1198/1412	00	10	06
	1198	00	20	74
	1200	00	03	05
	1199	00	00	15
	1165	00	01	57
	1165/1365	00	00	24
	1154	00	00	17

1155	00	02	05
1156	00	00	95
1153	00	00	43
1157	00	03	30
1158	00	03	05
1159	00	02	65
1118	00	04	09
1106	00	03	83
1115	00	00	10
376	00	11	60
1111	00	05	75
380	00	02	34
381	00	02	21
379	00	02	06
378	00	01	18
382	00	03	64
383	00	00	10
325	00	00	96
326	00	02	26
327	00	01	22
328	00	01	96
323	00	01	20
324	00	02	56
404	00	06	44
403	00	00	47
406	00	01	37
407	00	04	58
408	00	01	09
410	00	00	59
409	00	01	19

412	00	00	43
411	00	00	91
415	00	03	26
427	00	00	21
430	00	01	38
429	00	02	85
426	00	00	10
428	00	08	58
438	00	02	29
584	00	00	16
444	00	01	97
583	00	09	88
580	00	09	98
567	00	00	10
564	00	00	93
563	00	06	43
560	00	00	80
561	00	02	43
562	00	00	36
193	00	02	96
559	00	01	62
558	00	00	51
682	00	01	34
683	00	05	58
684	00	01	79
685	00	02	28
688	00	00	10
687	00	02	44
687/1414	00	01	22
689	00	00	69

690	00	02	53
691	00	02	63
695	00	00	10
918	00	01	23
763	00	02	54
762	00	04	92
759	00	01	46
760	00	07	16
715	00	01	80
757	00	01	07
719	00	06	46
756	00	00	10
723	00	03	99
722	00	00	51
724	00	09	78
725	00	00	64
727	00	08	46
727/1380	00	00	52
728	00	07	94
737	00	05	24
731	00	00	31
732	00	01	21
734	00	03	51
735	00	00	90
829	00	01	57

[फा.सं. आर-25011/25/2017-ओआर-I/13717]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 3rd August, 2017

S.O. 1811.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil : RANAPUR	District : NAYAGARH	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5

NARASINHAPUR	2868	00	02	63
	2869	00	05	68
	2870	00	04	03
	2870/4019	00	01	42
	2823	00	00	70
	2824	00	05	99
	2822	00	00	97
	2821	00	02	53
	2820	00	01	95
	2818	00	01	51
	2819	00	02	13
	2795	00	04	20
	2792	00	00	16
	2791	00	02	10
	2783	00	02	27
	2782	00	01	88
	2949	00	00	20
	2775	00	04	93
	2962	00	00	92
	2774	00	02	66

2773	00	03	47
2963	00	00	24
2964	00	02	36
2970	00	01	90
2971	00	01	97
2972	00	01	87
2974	00	04	04
2975	00	00	10
2975/4164	00	01	12
2765	00	01	22
2764	00	01	21
2967/4043	00	01	06
2754	00	01	01
2754/4029	00	00	87
2753	00	02	48
2979	00	00	80
2751	00	07	87
3012	00	00	95
3013	00	01	27
3011	00	00	10
3014	00	02	44
3015	00	03	24
3033	00	01	70
3032	00	03	32
3039	00	00	63
3031	00	06	78
3030	00	00	10
4040	00	01	72
3040	00	01	76
3042	00	01	85
3042/4158	00	01	59
3046	00	03	44
3043	00	00	63
3045	00	00	87
3044	00	03	44
3065	00	02	80
3066	00	00	10
3070	00	01	58
3071	00	02	12

3074	00	02	22
3075	00	04	16
3076	00	00	41
3104	00	00	27
3103	00	04	07
3102	00	02	60
3170	00	01	45
3159	00	03	47
3169	00	01	30
3169/4154	00	00	88
3168	00	00	18
3160	00	05	24
3157	00	01	29
3156	00	02	52
3155	00	01	54
3154	00	00	37
3145	00	04	89
3144	00	01	52
3146	00	03	21
3133	00	00	10
3131	00	03	08
3127	00	03	94
2543	00	00	10
2544	00	06	26
2561	00	00	95
2558	00	06	11
2559	00	05	91
2557	00	02	76
2560	00	00	11
2556	00	00	22
2563	00	02	81
2564	00	02	03
2588	00	04	00
2566	00	00	51
2567	00	02	49
2568	00	03	96
2569	00	03	77
2570	00	02	04
2573	00	03	14
2574	00	01	59

2575	00	04	30
4014	00	00	79
2578	00	00	54
2330	00	00	78
2581	00	00	62
2331	00	00	55
2205	00	05	01
2211	00	00	36
2204	00	05	44
2178	00	03	27
2179	00	04	13
2180	00	00	84
2168	00	01	08
2167	00	02	45
2166	00	01	82
2157	00	00	10
2165	00	05	75
2171	00	00	68
2164	00	05	91
2163	00	00	13
2162	00	05	12
2172	00	00	69
2110	00	01	65
2110/4004	00	02	62
2111	00	02	05
2112	00	06	22
2113	00	00	10
2086	00	07	29
2087	00	00	16
2076	00	04	47
2075	00	07	26
2065	00	00	15
2064	00	06	15
1913	00	04	08
1914	00	00	24
1920	00	03	61
1921	00	03	31
1922	00	05	09
1923	00	05	24

1927	00	00	12
1924	00	02	54
1858	00	04	02
1925	00	00	37
1857	00	03	70
1856	00	07	55
1855	00	02	16
1838	00	00	60
1839	00	05	96
1840	00	06	92
1835	00	02	84
1841	00	00	24
1830	00	0	10
1829	00	04	21
1829/4256	00	04	21
1824	00	00	46
1828	00	03	25
1827	00	02	81
1826	00	00	63
1695	00	01	15
1696	00	04	75
1702	00	04	23
1701	00	00	10
1722	00	00	10
1723	00	01	51
1724	00	02	57
1725	00	02	51
1719	00	00	11
1718	00	01	17
1717	00	01	66
1716	00	03	48
1730	00	00	27
1731	00	00	10
1713	00	04	20
1733	00	04	02
1734	00	01	66
1735	00	03	56
50	00	05	28
46	00	01	67
43	00	00	65

	47	00	01	58
	48	00	04	68
	40	00	07	66
	41	00	00	10
	39	00	03	00
	32	00	00	44
	33	00	03	13
	35	00	01	71
	36	00	01	98
KARARAPALI	145	00	11	58
	148	00	02	88
	149	00	02	96
	159	00	04	18
	151	00	04	42
	154	00	04	37
	175	00	03	26
	176	00	08	80
	190	00	01	56
	189	00	02	43
	194	00	00	15
	195	00	04	27
	193	00	00	10
	198	00	04	16
	238	00	17	16
	239	00	01	40
	224	00	00	10
	222	00	01	59
	221	00	02	14
	218	00	03	72
	220	00	00	23
	219	00	02	31
	217	00	02	87
	216	00	00	22
	215	00	04	73
	105	00	02	44
	96	00	02	48
	95	00	01	44
	94	00	00	42

	98/973	00	00	22
	93	00	02	25
	92	00	01	57
	91	00	00	30
	97	00	03	72
	1	00	03	33
LATAR	1182	00	03	26
	1165	00	02	26
	1178	00	01	01
	1177	00	07	10
	1174	00	03	28
	1173	00	03	47
	1147	00	06	89
	1144	00	08	56
	1143	00	00	34
	1116	00	09	80
	1114	00	05	41
	1120	00	09	67
	1083	00	00	69
	1082	00	02	95
	1087	00	02	59
	1077	00	06	77
	1078	00	00	63
	1076	00	01	82
	1007	00	04	55
	1009	00	05	86
	1015/1208	00	07	19
	1018	00	00	65
	1017	00	05	81
	1024	00	03	36
	1029	00	01	27
	1029/1239	00	00	94
	1029/1243	00	02	11
	1035	00	03	38
	1039	00	04	03
	1044	00	03	59
	325	00	06	63
	323	00	03	35
	324	00	03	60

316	00	03	23
315	00	02	42
313	00	02	50
312	00	01	09
312/1254	00	01	14
306	00	05	74
310	00	00	10
307	00	00	37
279	00	02	99
277	00	02	66
276	00	01	45
270	00	01	46
265	00	02	95
266	00	00	10
255	00	01	68
255/1200	00	00	64
253	00	02	98
249	00	01	33
248	00	01	57
243	00	02	71
242	00	00	10
234	00	02	22
235	00	00	33
220	00	03	41
217	00	00	16
218	00	04	05
204	00	04	00
205	00	02	20
179	00	04	00
177	00	00	65
178	00	01	34
176	00	05	20
173	00	03	18
170	00	01	31
172	00	03	15
171	00	00	50
116	00	07	52
117	00	00	18
118	00	05	07

	110	00	03	90
	119	00	05	89
	108	00	01	09
	109	00	05	54
	99	00	02	64
	100	00	02	27
	70	00	02	42
BALARAMPUR	937	00	00	16
	937/1706	00	00	13
	938	00	08	08
	936	00	08	62
	962	00	01	76
	963	00	02	44
	964	00	00	77
	965	00	03	11
	966	00	01	38
	961	00	03	37
	968	00	04	61
	969	00	02	06
	930/1640	00	00	20
	930	00	04	44
	1025	00	02	51
	929	00	00	45
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	1029	00	05	15
	1054	00	07	83
	1053	00	00	85
	1064	00	07	78
	1065	00	12	43
	1085	00	01	01
	1086	00	03	77
	1087	00	05	50
	1091	00	01	47
	1092	00	02	63
	1095	00	02	66
	1107	00	03	62

1108	00	06	84
1117	00	05	15
1118	00	01	31
1119	00	00	10
1120	00	05	48
1121	00	00	81
822	00	05	34
824	00	00	73
821	00	04	10
811	00	05	84
809	00	04	86
804/1647	00	02	66
802	00	02	67
759	00	05	02
754	00	05	21
753	00	00	14
753/1669	00	01	23
746	00	07	81
745	00	02	40
738	00	04	13
737	00	01	23
730	00	01	38
730/1673	00	02	53
729	00	00	37
720	00	04	59
719	00	02	00
721	00	00	10
717	00	05	30
716	00	07	82
708	00	06	26
653	00	00	97
654	00	03	58
655	00	00	52
656	00	03	81
657	00	02	98
387	00	00	40
387/1676	00	00	32
386/1568	00	05	55
398	00	19	64

	363	00	02	53
	363/1731	00	02	19
	364	00	00	28
	365	00	01	52
	366	00	03	09
	367	00	00	42
	367/1661	00	03	79
	362	00	00	10
	362/1666	00	00	11
	208	00	01	43
	199	00	09	31
	200	00	04	31
	197	00	00	10
	201	00	05	23
	190	00	11	97
	189	00	00	42
	191	00	01	61
	1	00	07	98
	66	00	01	14
	32	00	07	73
	60	00	00	51
	60/1678	00	00	51
	33	00	04	09
	59	00	01	54
	35	00	05	47
	35/1719	00	01	12
	35/1721	00	01	12
	43	00	00	87
	44	00	20	32
	45	00	00	29
	46	00	00	70
	47	00	01	12
	48	00	01	04
BANKAPUR	284	00	02	94
	284/650	00	01	43
	285	00	07	63
	291	00	00	44
	289	00	05	12
	287	00	06	61

	277	00	05	21
	276	00	05	62
	268	00	01	75
	275	00	00	90
	269	00	07	66
	270	00	09	43
	255	00	01	36
	254	00	02	54
	253	00	05	40
	252	00	00	59
	251	00	04	17
	250	00	00	87
	249	00	01	16
SHYAMAGHAN PUR	637	00	07	32
	668	00	6	92
	667	00	01	35
	660	00	05	06
	665	00	07	17
	664	00	01	81
	649	00	00	7
	495	00	06	28
	496	00	03	63
	497	00	02	26
	494	00	00	42
	490	00	14	08
	478	00	02	62
	479	00	00	32
	467	00	12	66
	466	00	02	07
	464	00	07	33
	465	00	03	72
JAGANNATH PUR	541	00	01	96
	541/731	00	00	77
	541/732	00	05	74
	541/744	00	00	32
	541/751	00	00	32
	541/797	00	00	45

543	00	01	17
540	00	06	28
539	00	02	95
535	00	00	94
531	00	00	28
531/750	00	00	23
531/769	00	00	15
532	00	05	59
513	00	03	51
512	00	03	03
512/730	00	02	46
509	00	03	14
508	00	06	55
496	00	04	45
494	00	05	37
485	00	03	54
485/763	00	01	18
481	00	02	77
481/771	00	01	66
479	00	00	10
480	00	02	08
480/777	00	02	81
453	00	04	43
450	00	04	63
435	00	06	86
427	00	04	79
427/725	00	01	48
427/746	00	00	13
424	00	05	16
416	00	05	45
409	00	04	90
410	00	01	66
395	00	02	87
391	00	03	44
393	00	01	52
392	00	02	29
390	00	01	67
376	00	03	46
375	00	00	17
370	00	00	48

371	00	03	63
362	00	03	52
361	00	00	10
361/765	00	00	10
359	00	06	89
350	00	00	75
349	00	01	57
348	00	03	05
345	00	05	02
342	00	00	26
342/719	00	00	29
343	00	01	71
86	00	09	67
87	00	04	48
87/724	00	01	13
87/727	00	01	86
87/741	00	01	72
87/742	00	02	81
87/743	00	01	13
87/783	00	00	71
89	00	04	48
71	00	00	10
70	00	04	93
91	00	00	91
68/705	00	00	10
69	00	00	96
64	00	01	85
64/711	00	01	06
64/712	00	02	12
64/713	00	02	12
64/740	00	00	10
51/680	00	00	19
52	00	04	60
51	00	03	15
53	00	00	20
54	00	04	04
56	00	05	71
45	00	06	16

SANAGARH	519	00	03	04
	527	00	04	15
	526	00	01	13
	528	00	03	07
	525	00	02	92
	513	00	00	21
	524	00	05	95
	523	00	04	24
	515	00	07	06
	516	00	09	14
	484	00	09	66
	486	00	01	25
	487/1708	00	03	13
	488	00	02	04
	489	00	01	02
	494	00	05	05
	493	00	01	13
	426	00	03	99
	428	00	08	78
	415	00	07	12
	409	00	00	86
	410	00	08	86
	399	00	04	59
	360	00	01	88
JADUPUR	317	00	01	58
	293	00	00	87
	292	00	03	39
	291	00	02	31
	290	00	03	19
	289	00	01	69
	274	00	06	92
	288	00	00	10
	275	00	03	87
	267	00	01	77
	265	00	05	79
	266	00	00	10
	264	00	02	74
	256	00	07	21
	58	00	03	28

	57	00	13	51
	60	00	06	42
	40	00	09	04
	37	00	01	84
	34	00	02	75
	33	00	00	18
	32/335	00	00	34
	35	00	11	93
	26	00	04	43
	27	00	02	02
	25	00	02	23
	27/334	00	00	10
	13	00	04	97
THANNAGAR	384	00	09	05
	385	00	01	03
	386	00	02	39
	386/566	00	02	39
	375	00	03	98
	374	00	01	37
	374/571	00	00	53
	373	00	08	01
	372	00	00	31
	391	00	00	10
	366	00	10	56
	365	00	03	39
	362/551	00	00	10
	362	00	00	10
	363	00	00	61
	364	00	04	64
	399	00	04	94
	399/582	00	03	26
	316	00	00	10
	317	00	08	12
	318	00	00	71
	335	00	01	79
	334	00	04	79
	320	00	05	64
	320/539	00	00	60

	311	00	00	10
	310	00	04	15
	310/545	00	03	13
	1	00	04	05
PIMPAL	1552	00	01	92
	1213	00	02	98
	1212	00	00	71
	1212/1751	00	00	71
	1210	00	04	55
	1208	00	00	46
	1208/1755	00	00	46
	1208/1754	00	00	98
	1208/1758	00	00	98
	1220	00	04	31
	1207	00	11	34
	1204	00	04	29
	1205	00	02	16
	1202	00	00	92
	1203	00	02	76
	1196	00	05	27
	1170	00	00	21
	1195	00	05	24
	1189	00	06	99
	1188	00	00	10
	1190	00	00	49
	1187	00	04	47
	105	00	07	24
	103	00	00	76
	104	00	07	46
KANKIA	2554	00	02	23
	2555	00	06	62
	2559	00	01	96
	2560	00	04	79
	2561	00	01	11
	2562	00	03	11
	2551	00	00	29
	2572	00	00	06
	2563	00	04	72

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2542	00	01	81
2535	00	00	61
2534	00	09	46
2530	00	00	11
2531	00	03	94
2532	00	03	33
2533	00	01	64
2522	00	00	08
2289	00	01	39
2288	00	02	16
2287	00	02	75
2286	00	04	21
2278	00	00	34
2279	00	03	61
2276	00	08	49
2275	00	00	09
2265	00	07	65
2266	00	01	82
2268	00	00	10
2255	00	01	14
2254	00	01	77
2235	00	00	41
2236	00	00	85
2234	00	00	11
2233/2617	00	04	92
2233	00	07	07
2230	00	00	03
2346	00	01	70
2229	00	06	49
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2226	00	05	83
2350	00	17	12
2351	00	01	00
2352	00	21	73
2369	00	04	81
2368	00	04	07
2367	00	01	92

2364	00	08	38
2365	00	02	34
2394	00	01	57
1926	00	08	06
1926/2698	00	07	19
1928	00	00	60
1958	00	03	47
1929	00	02	67
1957	00	10	20
1955	00	02	25
1956	00	01	29
1946	00	01	88
1951	00	00	96
1950	00	00	03
1949	00	01	18
1947	00	09	39
1945	00	00	33
1812/2650	00	03	40
1812/2649	00	01	45
1812	00	01	98
1820	00	08	89
1819	00	00	88
1821	00	00	94
1835	00	03	96
1834	00	03	12
1833	00	01	80
1836	00	03	12
1837	00	04	88
1831	00	00	93
1838	00	11	89
1840	00	03	62
1839	00	01	52
1841	00	05	40
1842	00	06	36
1830	00	00	57
1843	00	03	67
1844	00	00	16
952	00	04	20
953	00	09	67
954	00	03	58

946	00	08	58
961	00	02	60
965	00	03	57
964	00	01	43
966	00	04	07
963	00	00	32
967	00	00	29
968	00	07	62
972	00	01	58
973	00	02	53
974	00	00	26
971	00	01	40
969	00	02	23
976	00	00	61
970	00	01	29
884	00	06	37
883	00	00	02
887	00	07	07
885	00	02	35
2615	00	01	67
886	00	00	27
880	00	03	32
875	00	04	40
874	00	00	97
876	00	02	11
873	00	06	86
725	00	00	45
872	00	00	07
870	00	01	63
869	00	05	69
871	00	01	43
867	00	03	66
866	00	02	31
862	00	04	89
863	00	06	01
864	00	00	10
821	00	00	39
817	00	06	80
816	00	00	82

	815	00	00	26
	818	00	02	79
	813	00	00	12
	814	00	08	02
	809	00	06	60
	808	00	01	75
	810	00	07	99
	806	00	00	08
	805	00	01	44
KOLATHAPANGI	342	00	01	85
	51	00	49	50
	252	00	00	55
	261	00	00	31
	52	00	12	63
	143	00	02	65
	146	00	03	85
	145	00	03	84
	150/328	00	00	69
	158	00	05	65
	157	00	04	25
	196	00	00	03
	161	00	02	35
	193	00	02	48
	194	00	00	76
	162	00	00	01
	192	00	02	67
	189	00	02	16
	190	00	00	86
	191	00	01	00
	283	00	00	07
	171	00	09	68
	172	00	00	79
BAUNSHAGARH	1961	00	14	54
	1962	00	02	07
	1975	00	07	28
	1989	00	02	30
	1974	00	02	72
	1989/2257	00	02	43

1991	00	05	18
1992	00	06	35
1973	00	00	32
1972	00	00	17
1895	00	00	13
1994	00	23	73
1993	00	00	59
1825	00	05	36
1826	00	00	10
1824	00	02	25
1813	00	08	75
1814	00	08	04
1782	00	01	05
1782/2331	00	02	33
1783	00	01	09
1784/2239	00	00	38
1781	00	03	01
1784	00	01	19
1780	00	01	90
1779	00	03	98
1777	00	02	09
1778	00	03	58
1741	00	00	46
1742	00	09	08
1746	00	01	36
1743	00	00	68
1744	00	06	74
1713	00	01	54
1714	00	01	66
1712	00	04	04
1706	00	00	01
867	00	02	07
1705	00	04	84
433	00	04	85
434	00	07	90
448	00	03	38
447	00	02	75
446	00	00	66
445	00	04	43

452	00	00	76
453	00	02	40
454	00	06	44
458	00	02	61
459	00	02	57
466	00	14	47
466/2240	00	00	74
351	00	02	66
351/2484	00	01	44
467	00	03	42
349	00	04	67
350/2263	00	02	70
347	00	00	10
348	00	06	25
297	00	05	97
296	00	01	99
295	00	00	09
567	00	08	61
566	00	01	74
568	00	11	89
569	00	02	01
570	00	00	03
571	00	02	10
582	00	00	56
576	00	03	99
572	00	03	80
575	00	02	19
575/2195	00	00	59
575/2205	00	01	95
630	00	05	34
629	00	06	27
628	00	05	38
627	00	00	43
658	00	02	47
658/2357	00	01	12
658/2329	00	00	94
656	00	00	04
643	00	05	14
641	00	00	17
640	00	07	27

	639	00	08	88
	645/2278	00	00	11
	637	00	02	20
	732	00	00	29
	733	00	04	90
	734	00	03	30
	738	00	00	98
	739	00	03	53
	740	00	01	85
	741	00	01	41
	742	00	01	54
	743	00	01	24
	744	00	01	10
	745	00	01	37
	747	00	00	55
	746	00	03	92
	756	00	01	12
	808	00	03	24
	757	00	00	16
	807	00	04	73
	818	00	02	37
	819	00	06	51
	806	00	04	33
	822	00	00	07
	821/2200	00	01	323
	821	00	04	22
	820	00	01	03
	865	00	01	25
	866	00	04	22
KAKLAMA	747	00	01	95
	747/1029	00	05	85
	747/1325	00	01	35
	747/1347	00	04	50
	763	00	00	78
	747/1030	00	00	85
	764	00	07	84
	766/1061	00	03	31
	766/1060	00	04	75

768	00	11	64
769	00	00	11
739	00	02	00
739/1448	00	00	85
738	00	05	46
738/1449	00	01	14
734	00	00	81
734/1020	00	03	06
734/1021	00	01	25
733	00	03	58
735	00	00	65
725	00	05	07
732	00	10	29
726	00	02	79
726/1287	00	09	78
726/1323	00	01	14
584	00	01	09
583	00	00	96
582	00	00	77
809	00	06	51
810	00	08	23
811	00	00	60
808	00	02	78
814	00	08	00
813	00	00	10
817	00	05	15
819	00	01	55
818	00	06	67
832	00	16	16
833	00	00	85
838	00	01	81
826	00	00	43
506	00	14	23
510	00	02	61
504	00	05	45
516	00	06	29
516/1435	00	02	03
516/1025	00	00	53
517	00	07	39
517/1414	00	02	20

517/1586	00	01	67
522	00	08	37
491	00	01	39
471	00	14	76
470	00	02	41
469	00	01	20
473/1193	00	00	53
473	00	01	54
473/1194	00	02	66
473/1195	00	04	96
473/1064	00	02	29
473/1207	00	01	04
473/1208	00	00	58
474	00	05	12
473/1209	00	02	03
474/996	00	02	57
251/1246	00	00	10
251/1247	00	00	19
252/1249	00	05	10
252/1248	00	01	95
252	00	00	80
252/1250	00	03	20
252/1251	00	01	43
247	00	00	54
271	00	15	18
272	00	02	28
270	00	02	72
278	00	00	76
279	00	03	22
280	00	00	10
282	00	03	16
284	00	07	93
228	00	03	40
228/1368	00	01	70
285	00	00	53
182/1116	00	12	78
182/1117	00	01	42
182	00	03	27
182/1115	00	04	00

	184	00	12	58
	186	00	09	80
	187	00	04	06
	188	00	04	02
	173	00	18	11
	189	00	00	59
	189/1107	00	11	65
	189/1106	00	07	95
	173/1105	00	10	70
	173/1104	00	02	67
	173/1103	00	06	79
	173/1102	00	00	10
	168	00	23	80
	173/1099	00	01	86
	173/1098	00	07	81
	173/1097	00	11	31
	171/1096	00	07	64
	171/1095	00	07	01
	160	00	00	10
	157	00	04	11
	139	00	04	07
	139/1401	00	00	76
	139/1402	00	00	53
	140	00	08	06
	141	00	04	56
	137/1121	00	11	79
	136	00	11	15
	136/1581	00	02	99
	136/1582	00	02	00
	993	00	01	64
MARDKOTA	28/450	00	00	37
	28/483	00	01	51
	28/536	00	00	80
	28	00	02	30
	26	00	04	68
	25	00	05	31
	24	00	04	65
GOPINATHAPUR	323	00	03	45

323/378	00	00	84
281/343	00	02	94
281	00	05	31
281/341	00	03	33
282	00	03	73
322	00	05	35
321	00	00	21
321/390	00	01	16
283/375	00	00	10
315	00	00	10
316	00	05	90
314	00	06	61
298	00	03	60
300	00	06	80
302	00	04	80
303	00	04	53
306	00	03	51
305	00	06	85
304	00	00	10
251	00	02	94
250	00	03	26
250/414	00	01	30
250/358	00	06	87
234	00	00	94
237	00	00	91
236	00	04	43
235	00	06	81
223	00	11	20
222	00	09	22
219	00	11	31
218	00	04	12
218/419	00	04	12
194/356	00	03	92
194/357	00	07	23
194	00	00	19
193	00	01	60
192	00	11	68
191	00	08	50
190	00	06	10

	188/348	00	02	16
	188	00	08	34
	186	00	05	23
	187	00	17	78
KHATIA	3887	00	03	76
	3889	00	04	37
	3881	00	04	78
	3874	00	03	92
	3874/4663	00	03	92
	3876	00	01	55
	3875	00	04	63
	3873	00	00	37
	3872	00	00	28
	3870	00	10	23
	3871	00	04	18
	3869	00	18	44
	3627	00	06	41
	3629	00	04	59
	3630	00	05	63
	3631	00	05	39
	3715	00	05	83
	3716	00	00	30
	3709	00	01	06
	3707	00	04	34
	3708	00	00	40
	3704	00	00	31
	3705	00	04	29
	3703	00	00	53
	3697	00	02	47
	3698	00	05	65
	3696	00	00	98
	3696/5870	00	00	48
	3695	00	09	69
	3745	00	00	10
	3745/4607	00	00	10
	3747	00	07	66
	3749	00	04	79
	3750	00	03	91
	3535	00	01	12

2542	00	01	19
3534	00	01	10
3479	00	00	56
3478	00	02	04
3477	00	08	70
3425	00	00	13
3426	00	01	72
3476	00	01	59
3475	00	00	99
3430	00	05	60
3463	00	00	11
3462	00	01	73
3431	00	01	14
3461	00	04	30
3460	00	05	11
3454	00	05	32
3457	00	00	29
3456	00	01	03
3455	00	01	50
3443	00	05	53
3442	00	00	10
3442/4344	00	01	84
3054	00	08	23
3055	00	01	16
3053	00	00	35
3056	00	08	54
2961	00	00	92
2960	00	05	82
2959	00	00	49
2956	00	03	48
2958	00	03	36
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2928	00	02	79
2930	00	02	38
2927	00	02	41
2926	00	06	80
2921	00	11	76
2842	00	01	58
2843	00	09	09

2846	00	00	10
2845/4191	00	00	55
2845	00	00	13
2803	00	01	41
2802	00	00	44
2804	00	02	56
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2805	00	01	40
2811	00	00	64
2800	00	00	10
2806	00	01	25
2807	00	01	05
2808	00	01	29
2809	00	01	16
2811/4070	00	00	29
2810	00	00	10
2739	00	03	49
2737	00	00	76
2740	00	04	13
2736	00	00	31
2735	00	03	47
2684	00	01	76
2685	00	03	94
2733	00	00	25
2686	00	04	81
2683	00	01	21
2687	00	09	84
1612	00	06	88
1597	00	04	74
1611	00	00	20
1613	00	02	40
1610	00	00	10
1609	00	01	05
1614	00	04	50
1615	00	00	52
1605	00	00	12
1604	00	00	10
1616	00	01	11
1603	00	01	27
1618	00	03	00

1602	00	01	28
1619	00	11	07
1498	00	00	36
1619/4144	00	01	61
1621/4136	00	00	30
1620	00	04	67
1471	00	00	17
1477	00	00	85
1476	00	10	67
1484	00	00	42
1486	00	00	66
1437	00	06	46
1436	00	00	24
1435	00	04	01
1435/4287	00	04	47
1434	00	01	35
1412	00	03	85
1411	00	00	10
1413	00	03	28
1414/4133	00	01	24
1415	00	00	36
1414	00	03	98
1397	00	02	62
1398	00	00	44
1388	00	05	07
1387	00	01	24
1386	00	00	87
1385	00	01	30
1379	00	01	86
1380	00	04	27
1376	00	00	74
1381	00	02	32
1382	00	00	41
1648	00	00	92
1649	00	00	91
1650	00	01	11
1688	00	01	46
1706	00	09	18
1689	00	01	41

	1690	00	03	70
	1690/4420	00	00	90
	1690/4595	00	01	63
	1690/5900	00	01	63
	1702	00	05	58
	1702/4596	00	01	82
	1701	00	00	85
	1703	00	08	19
	1774	00	01	87
	1766	00	08	62
	1765	00	00	12
	1768	00	09	30
	1764	00	07	85
TANKAPALI	35	00	03	22
	39	00	03	82
	36	00	01	60
	38	00	00	10
	37/576	00	04	96
	40	00	01	57
	40/617	00	00	35
	40/629	00	00	29
	40/631	00	01	34
	42	00	08	93
	42/416	00	01	59
	42/604	00	01	89
	42/628	00	01	72
	42/630	00	01	03
	48	00	05	04
	47	00	05	50
	43	00	00	93
	45	00	10	08
	44	00	00	62
	56	00	21	12
	117	00	02	24
	140	00	04	46
	160	00	03	48
	159	00	01	75
	161	00	01	95
	158	00	00	10

	157	00	04	06
	156	00	04	2
	155	00	00	45
	154	00	03	64
	171	00	00	17
	172	00	06	67
	152	00	00	97
	173	00	00	21
	151	00	02	11
	179	00	00	31
	150	00	01	61
	149	00	04	15
	180	00	05	57
	188	00	03	75
	186	00	00	45
	187	00	10	38
	198	00	09	08
	193	00	00	98
	197/584	00	03	56
	196	00	08	18
	282	00	00	10
	283/553	00	03	85
	283	00	02	78
	288	00	00	86
	291	00	01	17
	292	00	01	31
	296	00	02	81
	297	00	02	40
	298	00	02	68
	299	00	02	34
	300	00	02	33
	301	00	01	71
GORIMARA	1274	00	05	90
	1273	00	01	04
	1272	00	00	40
	1271	00	07	10
	1270	00	07	31
	1269	00	04	10

1282	00	05	27
1285	00	22	38
1285/2000	00	09	77
1292	00	05	70
1293	00	03	82
1294	00	00	68
1295	00	08	06
1297/1942	00	00	88
1297/1943	00	02	88
1297	00	05	32
1298	00	02	49
1760	00	04	98
1300	00	01	55
1754	00	10	54
1755	00	00	10
1753	00	03	09
1752	00	04	50
1751	00	04	89
1742	00	01	53
1620	00	02	75
1619	00	01	58
1618	00	01	12
1614/1963	00	02	10
1616	00	02	08
1615	00	03	19
1614	00	04	98
1610	00	03	46
1611	00	04	35
1606	00	02	09
1604	00	03	38
1605	00	01	57
1602	00	02	37
1594	00	08	01
1593	00	00	10
1592	00	03	66
1589	00	00	10
1590	00	02	62
1569	00	16	78
1575	00	00	30
1574	00	01	59

	1572	00	01	35
	1571	00	03	38
	1570	00	08	94
	1579	00	00	10
	1550	00	01	95
	1551	00	06	74
	1554	00	03	66
	1553	00	01	59
	1555	00	04	21
	1541	00	00	17
	1540	00	01	29
	1539	00	02	71
	1538	00	01	83
	1537	00	02	88
	1512	00	01	79
	1513	00	14	95
	1514	00	06	05
	1463/1902	00	03	01
	1467	00	01	75
	1494	00	06	08
	1493	00	06	29
	1492	00	04	96
	1488	00	04	07
	1487	00	01	17
	1473	00	00	76
	1477	00	11	80
MALISAHI	1178	00	02	25
	1168	00	00	77
	1167	00	01	15
	1166	00	00	64
	1141	00	00	40
	1141/1562	00	03	60
	1143	00	01	09
	1144	00	06	23
	1145	00	03	85
	1150	00	00	10
	1153	00	00	10
	1152	00	01	49

1151	00	02	26
1119	00	01	36
1119/1564	00	01	59
1118	00	02	32
1118/1654	00	00	66
1117	00	00	97
1085	00	00	10
1116	00	01	21
1114	00	01	81
1115	00	00	85
1113	00	04	02
1088	00	04	02
1089	00	03	74
1092	00	00	29
1091	00	00	88
1090	00	00	88
680	00	00	18
698	00	01	29
682	00	06	47
683	00	06	47
685	00	08	32
692	00	00	10
686	00	00	10
687	00	11	77
688	00	01	20
471	00	02	10
468	00	01	84
467	00	00	93
469	00	03	60
470	00	01	16
258	00	02	84
257	00	00	29
259/1552	00	00	29
259	00	14	45
143	00	00	25
143/1610	00	00	16
142	00	02	93
144	00	02	66
140	00	00	61
145	00	03	04

	152	00	00	10
	146	00	03	60
	129	00	00	73
	128	00	01	82
	130	00	01	00
	131	00	00	21
	127	00	04	71
	126	00	04	03
	100	00	03	56
	99	00	03	03
	73	00	04	95
	73/1545	00	07	62
	74	00	05	70
	72	00	00	25
	71	00	02	81
	64	00	02	76
	65	00	03	56
	66	00	07	18
	67	00	03	09
RANKDEULI	266	00	00	94
	266/1979	00	00	99
	267	00	08	03
	268	00	03	51
	168	00	00	17
	167	00	02	68
	166	00	02	29
	170	00	00	10
	164	00	02	67
	165	00	01	76
	161	00	01	67
	162	00	03	56
	160	00	07	02
	160/1980	00	01	24
	160/2066	00	06	40
	157/1760	00	00	19
	156	00	03	16
	156/1970	00	03	15
	157	00	00	85

	138	00	00	84
	136	00	00	82
	135	00	00	37
	134	00	03	02
	139	00	04	60
	133	00	05	86
	140	00	00	25
	128	00	02	58
	129	00	01	03
	130	00	01	59
	106	00	00	93
	107	00	01	63
	103	00	01	04
	108	00	02	02
	102	00	01	73
	101	00	02	40
	94	00	00	71
	100	00	02	37
	95/1856	00	00	65
	96	00	04	70
	95	00	00	58
	85	00	04	63
	83	00	03	22
	57	00	00	10
	57/1846	00	03	11
	58	00	02	21
	59	00	03	31
	61	00	03	39
	60	00	00	10
	62	00	00	10
	63	00	01	81
	64	00	02	62
	16	00	00	79
	65	00	02	89
	66	00	02	94
	15	00	00	55
BADBHUIN	1198/1361	00	01	20
	1198/1411	00	01	56
	1198/1412	00	10	06

1198	00	20	74
1200	00	03	05
1199	00	00	15
1165	00	01	57
1165/1365	00	00	24
1154	00	00	17
1155	00	02	05
1156	00	00	95
1153	00	00	43
1157	00	03	30
1158	00	03	05
1159	00	02	65
1118	00	04	09
1106	00	03	83
1115	00	00	10
376	00	11	60
1111	00	05	75
380	00	02	34
381	00	02	21
379	00	02	06
378	00	01	18
382	00	03	64
383	00	00	10
325	00	00	96
326	00	02	26
327	00	01	22
328	00	01	96
323	00	01	20
324	00	02	56
404	00	06	44
403	00	00	47
406	00	01	37
407	00	04	58
408	00	01	09
410	00	00	59
409	00	01	19
412	00	00	43
411	00	00	91
415	00	03	26

427	00	00	21
430	00	01	38
429	00	02	85
426	00	00	10
428	00	08	58
438	00	02	29
584	00	00	16
444	00	01	97
583	00	09	88
580	00	09	98
567	00	00	10
564	00	00	93
563	00	06	43
560	00	00	80
561	00	02	43
562	00	00	36
193	00	02	96
559	00	01	62
558	00	00	51
682	00	01	34
683	00	05	58
684	00	01	79
685	00	02	28
688	00	00	10
687	00	02	44
687/1414	00	01	22
689	00	00	69
690	00	02	53
691	00	02	63
695	00	00	10
918	00	01	23
763	00	02	54
762	00	04	92
759	00	01	46
760	00	07	16
715	00	01	80
757	00	01	07
719	00	06	46
756	00	00	10
723	00	03	99

722	00	00	51
724	00	09	78
725	00	00	64
727	00	08	46
727/1380	00	00	52
728	00	07	94
737	00	05	24
731	00	00	31
732	00	01	21
734	00	03	51
735	00	00	90
829	00	01	57

[F. No. R-25011/25/2017-OR-I/13717]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1812.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिल्लीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर - 751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
तहसील-कणास	जिला - पुरी	राज्य-ओडिशा		
गाँव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5

अँलाजोड़ि	1134	00	07	03
	1140	00	00	29

1136	00	09	46
1137	00	02	04
1347	00	13	33
1325	00	06	52
1326	00	00	10
1324	00	02	47
1328	00	03	00
1329	00	00	68
1317	00	02	75
1327	00	01	87
1331	00	00	63
1330	00	02	82
1314	00	10	70
1312	00	00	39
1315	00	04	71
1311	00	05	00
1310	00	03	49
1293	00	02	57
1294	00	08	16
1290	00	02	16
1295	00	03	60
1296	00	09	97
1284	00	05	37
1270	00	02	65
1272	00	18	36
1271	00	00	57
1263	00	01	49
1273	00	02	40

1262	00	05	58
1246	00	12	51
1249	00	05	84
1247	00	02	16
1248	00	00	33
1250	00	04	74
1251	00	03	92
1252	00	04	33
1253	00	01	40

[फा.सं. आर-25011/11/2017/48396-ओआर-I/13764]

पवन कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1812.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil : KANAS	District : PURI	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5

ANLAJORI	1134	00	07	03
	1140	00	00	29
	1136	00	09	46

1137	00	02	04
1347	00	13	33
1325	00	06	52
1326	00	00	10
1324	00	02	47
1328	00	03	00
1329	00	00	68
1317	00	02	75
1327	00	01	87
1331	00	00	63
1330	00	02	82
1314	00	10	70
1312	00	00	39
1315	00	04	71
1311	00	05	00
1310	00	03	49
1293	00	02	57
1294	00	08	16
1290	00	02	16
1295	00	03	60
1296	00	09	97
1284	00	05	37
1270	00	02	65
1272	00	18	36
1271	00	00	57
1263	00	01	49
1273	00	02	40
1262	00	05	58

1246	00	12	51
1249	00	05	84
1247	00	02	16
1248	00	00	33
1250	00	04	74
1251	00	03	92
1252	00	04	33
1253	00	01	40

[F. No. R-25011/11/2017/48396-OR-I/13764]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1813.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा)से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपावद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिल्लीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
तहसील- पिपिलि	जिला - पुरी	राज्य -ओडिशा		
गाँव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5

सिउला 366 00 07 66

390 00 04 18

364	00	05	38
364/2960	00	00	55
364/2969	00	00	30
364/2976	00	00	61
364/2983	00	00	61
364/2709	00	05	28
363	00	11	27
357	00	05	53
356	00	04	81
355	00	04	29
353	00	06	05
329	00	07	28
328	00	14	65
320	00	00	10
258	00	02	55
248	00	01	48
232	00	10	09
246	00	00	75
245	00	08	56
239	00	13	28
237	00	00	29
238	00	09	38
236	00	00	54
210	00	00	66
211	00	00	10
205	00	15	03
204	00	01	39
220	00	07	19
230	00	05	21
233	00	05	77

	231	00	01	05
	229	00	03	12
	227	00	08	02
	224	00	01	42
	100	00	01	61
	99	00	00	89
	98	00	01	19
	91/2712	00	00	40
	91	00	07	72
	87	00	14	04
	84	00	00	10
	85	00	03	99
	63	00	09	59
	86	00	04	09
	64	00	05	21
	59	00	03	30
	60	00	01	80
	58	00	07	24
	55	00	00	55
	20	00	03	89
	19	00	04	89
	18	00	00	92
	17	00	12	09
	15	00	01	87
	16	00	01	20
	16/2249	00	00	48
गोबर्धनपुर	349	00	02	55
	419	00	15	93

	429	00	11	25
	430	00	07	16
	431	00	05	31
	407	00	08	51
गोबर्धनपुरसुलताननगर	177	00	14	24
	176	00	14	66
	167	00	00	13
	166	00	00	10
	168	00	01	08
	169	00	01	67
	173	00	04	30
	172	00	02	33
	375	00	00	66
	463	00	06	14
	459	00	06	86
	460	00	00	85
	458	00	00	27
	457	00	01	68
	429	00	05	35
	430	00	04	43
	431	00	01	02
	432	00	10	47
	435	00	08	79
	436	00	02	81
	440	00	05	17
	437	00	01	49
	439	00	05	60
	410	00	01	19

ओरकोल	328	00	15	88
	328/506	00	02	10
	317	00	04	81
	327	00	02	21
	320	00	11	78
	312	00	00	30
	293	00	07	83
	292	00	00	57
	294	00	04	58
	296	00	01	32
	295	00	03	47
	291	00	03	95
	290	00	08	45
	286	00	05	53
	285	00	05	96
	402	00	01	97
	443	00	20	92
	450	00	00	30
	453	00	07	10
	452	00	02	38
	451	00	06	12
मकरबा	123	00	01	12
	71	00	04	00
	70	00	04	05
	73	00	17	07
	84	00	00	10
	116	00	07	30
	85	00	00	30

	86	00	09	97
	96	00	08	54
	99	00	03	54
	97	00	05	13
	98	00	01	07
उजाणिपड़ा	218	00	07	71
	213	00	00	28
	214	00	37	00
	230	00	00	84
	232	00	01	53
	233	00	04	67
	234	00	02	38
	235	00	01	54
	231	00	04	24
	248	00	00	55
	284	00	20	25
	283	00	00	10
	292	00	15	64
	321	00	00	82
भारतीपुर	1088	00	01	93
	1092	00	01	95
	1093	00	09	55
	1094	00	07	02
	1095	00	26	11
	1096	00	01	96
	1097	00	00	40
	1098	00	11	29
	1099	00	12	60

1116	00	06	70
1119	00	12	78
1118	00	00	27
1118/1670	00	00	24
1583	00	00	26
1120	00	08	16
1121	00	01	59
1136	00	04	22
1143	00	05	63
1144	00	16	60
1151	00	04	08
1154	00	05	91
1153	00	00	93
1155	00	05	22
1157	00	09	67
1156	00	00	30
1158	00	01	31
1160	00	01	90
1161	00	01	11
1162	00	00	89
1164	00	02	25
1178	00	12	53
1179	00	09	65
1548	00	12	41
1549	00	06	01
1550	00	08	09
1564	00	10	58
1565	00	07	48
1566	00	00	10

	1574	00	00	10
	1573	00	08	60
हसनपुर	30	00	00	10
	233	00	00	10
	234	00	00	76
	235	00	02	10
	243	00	00	10
	245	00	19	31
	246	00	00	63
	419	00	01	97
	420	00	01	68
	421	00	11	09
मकुन्दपुर	12	00	07	03
	11	00	08	13
	9	00	00	10
	10	00	03	96
	16	00	02	51
	17	00	00	56
	27	00	06	77
	19	00	00	73
	28	00	01	61
	26	00	13	54
	25	00	04	78
	24	00	00	10
	23	00	00	43
	43	00	01	27
	42	00	08	85
	41	00	02	14

	46	00	11	93
	48	00	00	10
	47	00	00	64
	53	00	07	80
	54	00	02	54
	55	00	10	03
	56	00	13	47
	57	00	00	43
बागेश्वरपुर	1651	00	00	97
	1650	00	22	65
	1652	00	00	10
	1683	00	07	66
	1683/1739	00	03	48
	1682	00	00	10
	1669	00	13	28
	1681	00	02	41
	1670	00	01	94
	1673	00	13	21
	1675	00	00	10
	1674	00	00	45
	1678	00	00	83
	914	00	00	77
	873	00	00	86
	766	00	12	01
	765	00	11	02
	769	00	10	09
	805	00	00	10
	806	00	01	11

807	00	12	88
802	00	01	62
801	00	08	48
800/1732	00	03	25
800	00	02	74
811	00	02	27
813	00	00	10
827	00	01	34
829	00	00	38
826	00	10	40
832	00	00	10
823	00	05	93
822	00	13	18
833	00	02	67
745	00	01	25
435	00	21	11
489	00	00	55
488	00	00	29
487	00	07	95
437	00	00	10
485	00	11	57
483	00	00	22
484	00	16	68
494	00	08	25
480	00	11	38
479	00	00	35
461	00	00	10
477	00	02	45
451	00	00	10
462	00	02	85

	465	00	11	95
	464	00	04	75
	463	00	00	85
बरुण्डेइ	286	00	07	90
	285	00	00	75
	280	00	00	97
	279	00	01	44
	220	00	07	37
	219	00	02	01
	218	00	01	41
	217	00	02	91
	225	00	00	10
	217/369	00	02	91
	170	00	01	27
	171	00	06	77
	173	00	08	48
	174	00	02	47
	175	00	02	52
	176	00	00	23
	179	00	00	24
	180	00	06	77
	181	00	22	75
	189	00	13	05
	188	00	01	68
	187	00	10	50
	371	00	02	30
पाणिदोल	1640	00	01	42

1640/2902	00	02	14
1647	00	05	76
1646	00	03	64
1645	00	09	71
1645/2874	00	08	11
1642/2850	00	01	56
1642	00	06	62
1642/2900	00	03	06
1644	00	15	82
1644/2918	00	06	06
1688	00	01	08
1721	00	06	20
1720	00	00	90
1719	00	05	48
1718	00	01	41
1717	00	05	40
1713	00	10	93
1701	00	03	97
1702	00	09	91
1703	00	00	79
1708	00	01	43
1705	00	14	59
1699	00	00	77
1694	00	13	88
1693	00	01	34
1691	00	08	13
1690	00	05	65
2575	00	00	30
2572	00	01	55
2559	00	03	86

2110	00	10	59
2558	00	04	85
2557	00	06	73
2551	00	03	44
2555	00	01	69
2556	00	08	31
2549	00	15	20
2120	00	01	08
2169	00	02	97
2169/2887	00	02	98
2183	00	01	58
2182	00	25	30
2185	00	08	80
2190	00	11	91
2189	00	00	86
2191	00	03	88
2196	00	17	61
2195	00	09	92
2194	00	02	32
2211	00	05	25
2212	00	00	30
2216	00	05	16
2215	00	01	83
2217	00	08	03
2220	00	05	87
2074	00	02	53
2073	00	00	27
2072	00	02	63
2034	00	21	38

1975	00	07	62
1977	00	00	69
1976	00	04	76
1978	00	16	40
1978/2881	00	03	30
1981	00	09	65

[फा.सं. आर-25011/11/2017/48396-ओआर-I/13764]

पवन कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1813.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil : PIPILI	District : PURI	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5

SIULA	366	00	07	66
	390	00	04	18
	364	00	05	38
	364/2960	00	00	55
	364/2969	00	00	30
	364/2976	00	00	61

364/2983	00	00	61
364/2709	00	05	28
363	00	11	27
357	00	05	53
356	00	04	81
355	00	04	29
353	00	06	05
329	00	07	28
328	00	14	65
320	00	00	09
258	00	02	55
248	00	01	48
232	00	10	09
246	00	00	75
245	00	08	56
239	00	13	28
237	00	00	29
238	00	09	38
236	00	00	54
210	00	00	66
211	00	00	10
205	00	15	03
204	00	01	39
220	00	07	19
230	00	05	21
233	00	05	77
231	00	01	05
229	00	03	12

	227	00	08	02
	224	00	01	42
	100	00	01	61
	99	00	00	89
	98	00	01	19
	91/2712	00	00	40
	91	00	07	72
	87	00	14	04
	84	00	00	10
	85	00	03	99
	63	00	09	59
	86	00	04	09
	64	00	05	21
	59	00	03	30
	60	00	01	80
	58	00	07	24
	55	00	00	55
	20	00	03	89
	19	00	04	89
	18	00	00	92
	17	00	12	09
	15	00	01	87
	16	00	01	20
	16/2249	00	00	48
GOBARDHANPUR	349	00	02	55
	419	00	15	93
	429	00	11	25

	430	00	07	16
	431	00	05	31
	407	00	08	51
GOBARDHANPUR SULTANNAGAR	177	00	14	24
	176	00	14	66
	167	00	00	13
	166	00	00	10
	168	00	01	08
	169	00	01	67
	173	00	04	30
	172	00	02	33
	375	00	00	66
	463	00	06	14
	459	00	06	86
	460	00	00	85
	458	00	00	27
	457	00	01	68
	429	00	05	35
	430	00	04	43
	431	00	01	02
	432	00	10	47
	435	00	08	79
	436	00	02	81
	440	00	05	17
	437	00	01	49
	439	00	05	60
	410	00	01	19

ORAKOL	328	00	15	88
	328/506	00	02	10
	317	00	04	81
	327	00	02	21
	320	00	11	78
	312	00	00	30
	293	00	07	83
	292	00	00	57
	294	00	04	58
	296	00	01	32
	295	00	03	47
	291	00	03	95
	290	00	08	45
	286	00	05	53
	285	00	05	96
	402	00	01	97
	443	00	20	92
	450	00	00	30
	453	00	07	10
	452	00	02	38
	451	00	06	12
MAKARABA	123	00	01	12
	71	00	04	00
	70	00	04	05
	73	00	17	07
	84	00	00	10

	116	00	07	30
	85	00	00	30
	86	00	09	97
	96	00	08	54
	99	00	03	54
	97	00	05	13
	98	00	01	07
UJANIPADA	218	00	07	71
	213	00	00	28
	214	00	37	00
	230	00	00	84
	232	00	01	53
	233	00	04	67
	234	00	02	38
	235	00	01	54
	231	00	04	24
	248	00	00	55
	284	00	20	25
	283	00	00	10
	292	00	15	64
	321	00	00	82
BHARATIPUR	1088	00	01	93
	1092	00	01	95
	1093	00	09	55
	1094	00	07	02
	1095	00	26	11

1096	00	01	96
1097	00	00	40
1098	00	11	29
1099	00	12	60
1116	00	06	70
1119	00	12	78
1118	00	00	27
1118/1670	00	00	24
1583	00	00	26
1120	00	08	16
1121	00	01	59
1136	00	04	22
1143	00	05	63
1144	00	16	60
1151	00	04	08
1154	00	05	91
1153	00	00	93
1155	00	05	22
1157	00	09	67
1156	00	00	30
1158	00	01	31
1160	00	01	90
1161	00	01	11
1162	00	00	89
1164	00	02	25
1178	00	12	53
1179	00	09	65
1548	00	12	41

	1549	00	06	01
	1550	00	08	09
	1564	00	10	58
	1565	00	07	48
	1566	00	00	10
	1574	00	00	10
	1573	00	08	60
HASANPUR	30	00	00	10
	233	00	00	10
	234	00	00	76
	235	00	02	10
	243	00	00	10
	245	00	19	31
	246	00	00	63
	419	00	01	97
	420	00	01	68
	421	00	11	09
MAKUNDPUR	12	00	07	03
	11	00	08	13
	9	00	00	10
	10	00	03	96
	16	00	02	51
	17	00	00	56
	27	00	06	77
	19	00	00	73
	28	00	01	61

	26	00	13	54
	25	00	04	78
	24	00	00	10
	23	00	00	43
	43	00	01	27
	42	00	08	85
	41	00	02	14
	46	00	11	93
	48	00	00	10
	47	00	00	64
	53	00	07	80
	54	00	02	54
	55	00	10	03
	56	00	13	47
	57	00	00	43
BAGESWARPUR	1651	00	00	97
	1650	00	22	65
	1652	00	00	10
	1683	00	07	66
	1683/1739	00	03	48
	1682	00	00	10
	1669	00	13	28
	1681	00	02	41
	1670	00	01	94
	1673	00	13	21
	1675	00	00	10
	1674	00	00	45

1678	00	00	83
914	00	00	77
873	00	00	86
766	00	12	01
765	00	11	02
769	00	10	09
805	00	00	10
806	00	01	11
807	00	12	88
802	00	01	62
801	00	08	48
800/1732	00	03	25
800	00	02	74
811	00	02	27
813	00	00	10
827	00	01	34
829	00	00	38
826	00	10	40
832	00	00	10
823	00	05	93
822	00	13	18
833	00	02	67
745	00	01	25
435	00	21	11
489	00	00	55
488	00	00	29
487	00	07	95
437	00	00	10

	485	00	11	57
	483	00	00	22
	484	00	16	68
	494	00	08	25
	480	00	11	38
	479	00	00	35
	461	00	00	10
	477	00	02	45
	451	00	00	10
	462	00	02	85
	465	00	11	95
	464	00	04	75
	463	00	00	85
BARUNDEI	286	00	07	90
	285	00	00	75
	280	00	00	97
	279	00	01	44
	220	00	07	37
	219	00	02	01
	218	00	01	41
	217	00	02	91
	225	00	00	10
	217/369	00	02	91
	170	00	01	27
	171	00	06	77
	173	00	08	48
	174	00	02	47

	175	00	02	52
	176	00	00	23
	179	00	00	24
	180	00	06	77
	181	00	22	75
	189	00	13	05
	188	00	01	68
	187	00	10	50
	371	00	02	30
PANIDOL	1640	00	01	42
	1640/2902	00	02	14
	1647	00	05	76
	1646	00	03	64
	1645	00	09	71
	1645/2874	00	08	11
	1642/2850	00	01	56
	1642	00	06	62
	1642/2900	00	03	06
	1644	00	15	82
	1644/2918	00	06	06
	1688	00	01	08
	1721	00	06	20
	1720	00	00	90
	1719	00	05	48
	1718	00	01	41
	1717	00	05	40
	1713	00	10	93

1701	00	03	97
1702	00	09	91
1703	00	00	79
1708	00	01	43
1705	00	14	59
1699	00	00	77
1694	00	13	88
1693	00	01	34
1691	00	08	13
1690	00	05	65
2575	00	00	30
2572	00	01	55
2559	00	03	86
2110	00	10	59
2558	00	04	85
2557	00	06	73
2551	00	03	44
2555	00	01	69
2556	00	08	31
2549	00	15	20
2120	00	01	08
2169	00	02	97
2169/2887	00	02	98
2183	00	01	58
2182	00	25	30
2185	00	08	80
2190	00	11	91
2189	00	00	86

2191	00	03	88
2196	00	17	61
2195	00	09	92
2194	00	02	32
2211	00	05	25
2212	00	00	30
2216	00	05	16
2215	00	01	83
2217	00	08	03
2220	00	05	87
2074	00	02	53
2073	00	00	27
2072	00	02	63
2034	00	21	38
1975	00	07	62
1977	00	00	69
1976	00	04	76
1978	00	16	40
1978/2881	00	03	30
1981	00	09	65

[F. No. R-25011/11/2017/48396-OR-I/13764]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1814.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिल्लिप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-डेलॉग	जिला - पुरी	राज्य - ओडिशा		
गाँव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5
दनापड़ा	41	00	11	70
	40	00	19	16
	31	00	00	71
	32	00	00	59
	17	00	00	10
	16	00	08	62
	15	00	00	98
	12	00	01	37
सड़ांगोइ उत्तरबाड़	4	00	06	59
	1961	00	00	48
	1960	00	04	36
	1959	00	02	14
	1958	00	10	24
	1957	00	02	31
	1982	00	03	32
	1101	00	09	98

1110	00	04	15
1105	00	07	70
1104	00	10	18
1116	00	00	81
1120	00	06	85
1119	00	00	97
1122	00	08	88
1124	00	03	67
1125	00	02	46
1126	00	04	32
1153	00	01	60
1152	00	09	07
1127	00	00	10
1128	00	00	69
1129	00	08	42
1130	00	06	35
1131	00	00	10
1132	00	17	18
1133/2054	00	06	79
1200	00	00	51
1201	00	03	26
1202	00	05	13
1203	00	07	39
1204	00	13	03
1205	00	01	76
1206	00	00	31
1207	00	00	14
1209	00	14	30
1212	00	00	69

1213	00	00	10
1214	00	11	65
1279	00	00	91
1280	00	02	73
249	00	01	39
184	00	16	25
185	00	02	19
194	00	01	42
195	00	10	58
193	00	00	25
212	00	02	38
198	00	11	05
203	00	07	86
202	00	01	39
208	00	00	58
61	00	04	00
93	00	11	09
92	00	02	05
91	00	01	09
90	00	04	39
87	00	00	10
88	00	10	62
89	00	00	10
98	00	00	12
99	00	04	93
94	00	00	48
86	00	01	56
101	00	04	18
100	00	05	43

	102	00	00	44
	103	00	06	54
	109	00	01	40
	104	00	08	38
	105	00	00	27
	43	00	00	90
	41	00	01	24
	42	00	05	37
सडांगोइ पश्चिमबाङ	159	00	05	22
	158	00	01	85
	157	00	16	38
	154	00	02	21
	156	00	08	17
	155	00	03	48
	152	00	00	30
	133	00	00	28
	135	00	09	38
	136	00	08	05
	143	00	00	15
	137	00	13	83
	138	00	11	60
	141	00	24	18
	313	00	01	77
	433	00	04	19
	434	00	03	63
	435/1589	00	04	46
	429	00	09	78
	450	00	08	60

	464	00	00	30
	465	00	09	69
	463	00	00	14
	462	00	04	41
	452	00	00	60
	461	00	02	83
	460	00	02	90
	449	00	01	61
	459	00	06	30
	472	00	00	21
	473	00	18	62
	474	00	20	79
	475	00	10	37
	482	00	01	43
	483	00	01	73
	485	00	02	46
	484	00	00	97
चाँइपुर	280	00	02	20
	279	00	00	16
	277	00	02	25
	265	00	07	48
	262	00	00	19
	260	00	02	39
	259	00	02	47
	297	00	00	92
	298	00	01	22
	299	00	00	92

	164	00	04	44
	165	00	03	00
	167	00	00	83
	163	00	05	53
	173	00	00	37
	194	00	03	44
	191	00	04	08
	192	00	04	78
	193	00	04	70
	190	00	05	27
गण्डपड़ा	940	00	13	69
	941	00	01	86
	941/1168	00	03	62
	941/1169	00	02	59
	363	00	29	22
	362	00	09	94
	356	00	07	49
	355	00	02	02
	354	00	01	18
	342	00	00	95
	341	00	00	76
	340	00	00	84
	379	00	00	94
	175	00	03	58
	176	00	14	19
	179	00	07	52
	178	00	12	12
	180	00	00	67

	183	00	02	35
	259	00	01	23
	251	00	00	15
	252	00	02	35
	250	00	11	20
	249	00	00	96
	197	00	00	10
	248	00	10	02
	184	00	00	10
	247	00	00	27
	197/1152	00	02	53
	197/1153	00	00	53
	231	00	09	21
	199	00	00	21
	200	00	05	09
	201	00	00	20
	223	00	09	83
	222	00	04	96
	221	00	02	83
	219/1183	00	08	93
	211	00	08	78
	212	00	00	70
	294	00	02	56
निपुर	748	00	01	33
	755	00	00	10
	751	00	09	25
	750	00	00	86

	752	00	04	16
	802	00	06	94
	803	00	10	26
	816	00	00	94
	817	00	00	85
	818	00	00	86
	974	00	04	54
	973	00	08	56
	972	00	05	28
	971	00	05	91
	966	00	00	73
	944	00	12	92
	943	00	00	59
	976	00	00	60
	1043	00	09	79
	1025	00	00	30
	1024	00	33	92
	981	00	10	70
	980	00	10	07
	983	00	00	17
	984	00	00	52
	985	00	00	11
गड़ मोटरी	229	00	00	91

	230	00	01	43
	231	00	01	54
	232	00	01	92
	233	00	00	44
	234	00	00	20
	200/1693	00	00	56
	200/1692	00	00	52
	203	00	00	64
	202	00	00	77
	125	00	00	83
	186	00	00	77
	183	00	01	07
	185	00	00	76
	184	00	00	84
	429	00	05	67
	430	00	01	90
	431	00	06	22
	474	00	25	57
	546	00	06	35
	545	00	04	98
	542	00	12	29
	541	00	01	95
बसन्तपुर	831	00	02	41
	830	00	00	27
	829	00	33	17
	776	00	00	10
	775	00	18	53
	771	00	00	10

	720	00	06	75
	721	00	30	19
	716	00	00	87
	680	00	00	27
	930	00	07	12
	649	00	05	84
	648	00	04	66
	647	00	01	58
	616	00	04	26
	615	00	08	55
	602	00	13	63
	544	00	03	01
	542	00	06	74
	543	00	00	95
	532	00	08	26
	531	00	01	14
	529	00	12	02
	528	00	08	26
	534	00	03	97
	525	00	12	53
	524	00	05	78
	470	00	00	27
	448	00	09	61
रेंगल	3541	00	00	10
	3543	00	09	47
	3577	00	03	06
	3575	00	04	83
	3544	00	00	84

3571	00	06	62
3571/5334	00	06	62
3570	00	01	36
3567	00	02	05
3566	00	02	21
3565	00	01	62
3564	00	00	32
3556	00	06	16
3557	00	02	26
3507	00	00	83
3506	00	01	44
3505	00	02	67
3504	00	01	30
3503	00	01	50
3332	00	00	45
3333	00	04	21
3334	00	00	53
3335	00	05	39
3336	00	02	01
3330	00	04	23
3329	00	05	33
3314	00	05	06
3315	00	02	33
3317	00	05	84
3318	00	06	56
3319	00	04	06
3320	00	04	68
3202	00	04	20
3203	00	01	29

3201	00	03	05
3098	00	02	52
3200	00	02	30
3169	00	07	40
3170	00	00	14
3168	00	04	41
3104	00	04	16
3105	00	05	44
3106	00	00	28
3107	00	05	92
3111	00	05	78
3119	00	00	39
3112	00	04	24
3083	00	02	26
3080	00	04	43
3079	00	04	87
3078	00	02	03
3076	00	01	58
2965	00	05	37
2954	00	01	03
2951	00	06	27
2950	00	05	70
2948	00	01	38
2949	00	06	23
2946	00	05	43
2470	00	03	37
2471	00	00	50
2469	00	10	37
2001	00	00	98

2016	00	00	73
2014	00	00	53
2002	00	01	40
2003	00	06	69
2010	00	07	08
2009	00	02	14
2011	00	01	77
2008	00	02	58
1974	00	00	65
1977	00	02	33
1978	00	00	54
1960	00	02	57
1961	00	00	55
1977/3766	00	02	75
1974/3765	00	04	57
1969/3757	00	00	10
1966	00	06	35
1969	00	00	10
1968	00	01	81
1965	00	01	00
1964	00	01	68
1963	00	03	09
1947	00	05	58
1948	00	00	88
1945	00	01	92
1945/3855	00	01	92
1944	00	02	86
1943	00	00	17
1941	00	02	72

1942	00	03	43
2070	00	00	14
1938	00	03	45
2071	00	06	63
2243	00	02	86
2242	00	03	85
2241	00	00	15
2245	00	03	95
2246	00	02	84
2247	00	00	97
2248	00	00	33
2238/3712	00	00	31
2237/3711	00	02	36
2237	00	05	26
2236	00	04	90
2235	00	04	98
2137	00	00	10
2136	00	07	39
2133	00	02	46
2135	00	00	48
2135/4055	00	00	48
2133/4054	00	02	46
2111	00	05	19
2131	00	02	73
2112	00	07	01
2129	00	01	31
2128	00	02	26
2113	00	01	38
2127	00	06	26

	2126	00	02	16
	2125	00	03	18
	2119	00	03	81
	2124	00	03	17
	2121	00	04	08
	2122	00	00	77
	2120	00	00	10
	1976	00	00	10
सानबेगुनिआपड़ा	188	00	03	25
	189	00	03	11
	190	00	04	62
	193	00	07	37
	194	00	03	03
	194/248	00	00	17
	194/247	00	00	17
	175	00	01	40
	176	00	02	27
	171	00	01	43
	172	00	01	60
	169	00	02	84
	168	00	02	39
	94	00	04	25
	93	00	02	84

[फा.सं. आर-25011/11/2017/48396-ओआर-I/13764]

पवन कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1814.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil: DELANG	District - PURI	State: ODISHA		
Name of Village	Plot No.	Area		
		Hectare	Are	Sq. mtr
1	2	3	4	5
DANAPARA	41	00	11	70
	40	00	19	16
	31	00	00	71
	32	00	00	59
	17	00	00	10
	16	00	08	62
	15	00	00	98
	12	00	01	37
	4	00	06	59
SARANGOI UTTARBAR	1961	00	00	48
	1960	00	04	36
	1959	00	02	14
	1958	00	10	24

1957	00	02	31
1982	00	03	32
1101	00	09	98
1110	00	04	15
1105	00	07	70
1104	00	10	18
1116	00	00	81
1120	00	06	85
1119	00	00	97
1122	00	08	88
1124	00	03	67
1125	00	02	46
1126	00	04	32
1153	00	01	60
1152	00	09	07
1127	00	00	10
1128	00	00	69
1129	00	08	42
1130	00	06	35
1131	00	00	10
1132	00	17	18
1133/2054	00	06	79
1200	00	00	51
1201	00	03	26
1202	00	05	13
1203	00	07	39
1204	00	13	03
1205	00	01	76
1206	00	00	31

1207	00	00	14
1209	00	14	30
1212	00	00	69
1213	00	00	10
1214	00	11	65
1279	00	00	91
1280	00	02	73
249	00	01	39
184	00	16	25
185	00	02	19
194	00	01	42
195	00	10	58
193	00	00	25
212	00	02	38
198	00	11	05
203	00	07	86
202	00	01	39
208	00	00	58
61	00	04	00
93	00	11	09
92	00	02	05
91	00	01	09
90	00	04	39
87	00	00	10
88	00	10	62
89	00	00	10
98	00	00	12
99	00	04	93
94	00	00	48

	86	00	01	56
	101	00	04	18
	100	00	05	43
	102	00	00	44
	103	00	06	54
	109	00	01	40
	104	00	08	38
	105	00	00	27
	43	00	00	90
	41	00	01	24
	42	00	05	37
SADANGOI PASCHIMBAD	159	00	05	22
	158	00	01	85
	157	00	16	38
	154	00	02	21
	156	00	08	17
	155	00	03	48
	152	00	00	30
	133	00	00	28
	135	00	09	38
	136	00	08	05
	143	00	00	15
	137	00	13	83
	138	00	11	60
	141	00	24	18
	313	00	01	77
	433	00	04	19
	434	00	03	63

	435/1589	00	04	46
	429	00	09	78
	450	00	08	60
	464	00	00	30
	465	00	09	69
	463	00	00	14
	462	00	04	41
	452	00	00	60
	461	00	02	83
	460	00	02	90
	449	00	01	61
	459	00	06	30
	472	00	00	21
	473	00	18	62
	474	00	20	79
	475	00	10	37
	482	00	01	43
	483	00	01	73
	485	00	02	46
	484	00	00	97
CHAINPUR	280	00	02	20
	279	00	00	16
	277	00	02	25
	265	00	07	48
	262	00	00	19
	260	00	02	39
	259	00	02	47
	297	00	00	92

	298	00	01	22
	299	00	00	92
	164	00	04	44
	165	00	03	00
	167	00	00	83
	163	00	05	53
	173	00	00	37
	194	00	03	44
	191	00	04	08
	192	00	04	78
	193	00	04	70
	190	00	05	27
GANDAPARA	940	00	13	69
	941	00	01	86
	1168	00	03	62
	1169	00	02	59
	363	00	29	22
	362	00	09	94
	356	00	07	49
	355	00	02	02
	354	00	01	18
	342	00	00	95
	341	00	00	76
	340	00	00	84
	379	00	00	94
	175	00	03	58
	176	00	14	19
	179	00	07	52

NIPUR

178	00	12	12
180	00	00	67
183	00	02	35
259	00	01	23
251	00	00	15
252	00	02	35
250	00	11	20
249	00	00	96
197	00	00	10
248	00	10	02
184	00	00	10
247	00	00	27
197/1152	00	02	53
197/1153	00	00	53
231	00	09	21
199	00	00	21
200	00	05	09
201	00	00	20
223	00	09	83
222	00	04	96
221	00	02	83
219/1183	00	08	93
211	00	08	78
212	00	00	70
294	00	02	56
748	00	01	33
755	00	00	10
751	00	09	25

	750	00	00	86
	752	00	04	16
	802	00	06	94
	803	00	10	26
	816	00	00	94
	817	00	00	85
	818	00	00	86
	974	00	04	54
	973	00	08	56
	972	00	05	28
	971	00	05	91
	966	00	00	73
	944	00	12	92
	943	00	00	59
	976	00	00	60
	1043	00	09	79
	1025	00	00	30
	1024	00	33	92
	981	00	10	70
	980	00	10	07
	983	00	00	17
	984	00	00	52
	985	00	00	11
GARAMOTARI	229	00	00	91
	230	00	01	43
	231	00	01	54
	232	00	01	92
	233	00	00	44

	234	00	00	20
	200/1693	00	00	56
	200/1692	00	00	52
	203	00	00	64
	202	00	00	77
	125	00	00	83
	186	00	00	77
	183	00	01	07
	185	00	00	76
	184	00	00	84
	429	00	05	67
	430	00	01	90
	431	00	06	22
	474	00	25	57
	546	00	06	35
	545	00	04	98
	544	00	01	06
	542	00	12	29
	541	00	01	95
BASANTPUR	831	00	02	41
	830	00	00	27
	829	00	33	17
	776	00	00	10
	775	00	18	53
	771	00	00	10
	720	00	06	75
	721	00	30	19
	716	00	00	87

	680	00	00	27
	930	00	07	12
	649	00	05	84
	648	00	04	66
	647	00	01	58
	616	00	04	26
	615	00	08	55
	602	00	13	63
	544	00	03	01
	542	00	06	74
	543	00	00	95
	532	00	08	26
	531	00	01	14
	529	00	12	02
	528	00	08	26
	534	00	03	97
	525	00	12	53
	524	00	05	78
	470	00	00	27
	448	00	09	61
RENGAL	3541	00	00	10
	3543	00	09	47
	3577	00	03	06
	3575	00	04	83
	3544	00	00	84
	3571	00	06	62
	3571/5334	00	06	62
	3570	00	01	36

3567	00	02	05
3566	00	02	21
3565	00	01	62
3564	00	00	32
3556	00	06	16
3557	00	02	26
3507	00	00	83
3506	00	01	44
3505	00	02	67
3504	00	01	30
3503	00	01	50
3332	00	00	45
3333	00	04	21
3334	00	00	53
3335	00	05	39
3336	00	02	01
3330	00	04	23
3329	00	05	33
3314	00	05	06
3315	00	02	33
3317	00	05	84
3318	00	06	56
3319	00	04	06
3320	00	04	68
3202	00	04	20
3203	00	01	29
3201	00	03	05
3098	00	02	52
3200	00	02	30

3169	00	07	40
3170	00	00	14
3168	00	04	41
3104	00	04	16
3105	00	05	44
3106	00	00	28
3107	00	05	92
3111	00	05	78
3119	00	00	39
3112	00	04	24
3083	00	02	26
3080	00	04	43
3079	00	04	87
3078	00	02	03
3076	00	01	58
2965	00	05	37
2954	00	01	03
2951	00	06	27
2950	00	05	70
2948	00	01	38
2949	00	06	23
2946	00	05	43
2470	00	03	37
2471	00	00	50
2469	00	10	37
2001	00	00	98
2016	00	00	73
2014	00	00	53
2002	00	01	40

2003	00	06	69
2010	00	07	08
2009	00	02	14
2011	00	01	77
2008	00	02	58
1974	00	00	65
1977	00	02	33
1978	00	00	54
1960	00	02	57
1961	00	00	55
1977/3766	00	02	75
1974/3765	000	04	57
1969/3757	00	00	10
1966	00	06	35
1969	00	00	10
1968	00	01	81
1965	00	01	00
1964	00	01	68
1963	00	03	09
1947	00	05	58
1948	00	00	88
1945	00	01	92
1945/3855	00	01	92
1944	00	02	86
1941	00	02	72
1942	00	03	43
2070	00	00	14
1938	00	03	45
2071	00	06	63

2243	00	02	86
2242	00	03	85
2241	00	00	15
2245	00	03	95
2246	00	02	84
2247	00	00	97
2248	00	00	33
2238/3712	00	00	31
2237/3711	00	02	36
2237	00	05	26
2236	00	04	90
2235	00	04	98
2137	00	00	10
2136	00	07	39
2133	00	02	46
2135	00	00	48
2135/4055	00	00	48
2133/4054	00	02	46
2111	00	05	19
2131	00	02	73
2112	00	07	01
2129	00	01	31
2128	00	02	26
2113	00	01	38
2127	00	06	26
2126	00	02	16
2125	00	03	18
2119	00	03	81
2124	00	03	17

	2121	00	04	08
	2122	00	00	77
	2120	00	00	10
	1976	00	00	10
SANABEGUNIANPARA	188	00	03	25
	189	00	03	11
	190	00	04	62
	193	00	07	37
	194	00	03	03
	194/248	00	00	17
	194/247	00	00	17
	175	00	01	40
	176	00	02	27
	171	00	01	43
	172	00	01	60
	169	00	02	84
	168	00	02	39
	94	00	04	25
	93	00	02	84

[F. No. R-25011/11/2017/48396-OR-I/13764]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1815.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिलीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
तहसील-बेगुनिआ	जिला-खोर्द्धा	राज्य-ओडिशा		
गाँव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5

हज	2844	00	09	14
	2842	00	02	50
	2852	00	07	83
	2853	00	03	97
	2854	00	01	27
	2855	00	02	63
	2856	00	04	17
	2854/3639	00	00	10
	2858	00	04	75
	2860	00	02	82
	2861	00	00	58
	2862	00	04	58
	2865	00	02	63
	2866	00	02	84
	2870	00	03	80

2871	00	02	04
2872	00	02	14
2877	00	03	37
2878	00	05	90
2879	00	00	72
2889	00	02	82
2890	00	00	22
2914	00	00	58
3262	00	03	20
3260/3551	00	05	53
3259	00	04	12
3257	00	07	59
3146	00	01	72
3145	00	03	28
3144	00	03	24
3142	00	02	96
3141	00	03	88
3140	00	03	42
3156	00	00	30
3139	00	03	13
3138	00	03	81
3137	00	00	50
3086	00	07	40
3085	00	05	37
3080	00	09	93
3079	00	03	03
3075	00	01	74
3074	00	01	90

3073	00	00	15
3068	00	02	58
3066	00	02	08
3061	00	03	43
3060	00	02	31
3054	00	02	55
3051	00	05	03
1267	00	01	26
1277	00	03	07
1278	00	08	80
1281	00	02	38
1254/3517	00	02	73
1252	00	02	54
1250	00	02	31
1222	00	03	78
1221	00	02	60
1201	00	02	74
1202	00	02	08
1198	00	00	48
1184	00	03	13
1176	00	01	66
1175	00	00	98
1172	00	03	11
1170/3670	00	00	42
1170/3669	00	02	51
1169	00	02	81
1168	00	03	42
1163	00	02	50

1160	00	00	10
1157	00	01	27
1161	00	03	95
1156	00	01	68
1155	00	00	62
1128	00	00	10
1154	00	01	22
1127	00	00	15
1110	00	00	20
1110/3485	00	00	23
1099/3484	00	01	62
1100	00	01	51
1109	00	00	59
1108	00	01	32
1101	00	00	23
1107	00	01	97
1104	00	00	10
1105	00	00	40
1106	00	01	56
1103	00	00	10
1061	00	04	70
1070	00	00	99
1068	00	09	73
1064	00	01	58
1067	00	09	88
1008	00	16	99
967	00	06	10
968	00	05	79

815	00	08	24
816	00	09	91
822	00	01	47
823	00	08	57
802/3627	00	04	49
802/3628	00	04	05
801	00	03	41
787	00	00	73
798	00	02	78
797	00	02	71
790	00	07	77
789	00	02	59
788	00	01	95
719	00	06	78
706	00	04	75
703	00	02	60
702	00	02	64
701	00	03	47
695	00	00	10
698	00	00	19
696	00	02	58
689	00	03	45
690	00	03	29
673	00	00	10
674	00	01	92
679	00	02	22
680	00	01	09
681	00	01	70

682	00	00	73
683	00	01	78
684	00	01	97
666	00	03	67
668	00	00	17
667	00	04	16
667/3742	00	00	75
660	00	03	23
503	00	13	30
498	00	00	10
504	00	00	10
505	00	00	44
506	00	01	90
508	00	04	48
509	00	01	38
497	00	00	21
494	00	00	82
493	00	00	36
492	00	05	28
488	00	01	08
488/3759	00	01	08
485	00	01	03
482	00	00	52
483	00	03	31
484/3681	00	00	76
480	00	01	43
479	00	00	80
476	00	01	39

478	00	01	45
477	00	05	56
462	00	00	49
463	00	00	64
464	00	00	35
466	00	00	39
467	00	01	76
469	00	01	67
468	00	05	02
411	00	05	25
410	00	01	81
409	00	00	31
398	00	03	13
408	00	00	10
399	00	01	95
407	00	00	37
406	00	00	62
405	00	00	63
404	00	01	04
403	00	01	08
402	00	00	71
401	00	01	97
400	00	05	40
129	00	07	63
128	00	03	52
125/3504	00	00	58
125	00	00	64
220/3503	00	00	58

118	00	01	18
120	00	00	10
119	00	18	31
117	00	05	31
116	00	01	23
115	00	05	22
112	00	04	65
111	00	02	35
110	00	01	80
109	00	00	13
107	00	01	76
106	00	02	14
105	00	03	55
104	00	00	10
101	00	08	94
102	00	03	57
97	00	05	90
96	00	09	32
98	00	03	57
90	00	01	39
89	00	07	31
88	00	03	87
87	00	02	12
85	00	01	46
86	00	00	20
84	00	00	15
81	00	08	07

बेलपड़ा	1272	00	01	05
	1265	00	03	16
	1269	00	00	37
	1266	00	05	96
	1261	00	09	97
	1262	00	00	30
	1263	00	01	57
	1264	00	04	40
	1251	00	00	10
	1252	00	00	15
	1240	00	01	67
	1239	00	08	87
	1231	00	04	45
	1222	00	03	58
	1223	00	01	15
	1208	00	02	93
	1209	00	04	06
	1194	00	05	34
	1164	00	06	89
	1163	00	00	10
	1160	00	03	39
	1159	00	03	38
	1157	00	03	30
	1156	00	06	21
	1155	00	03	09
	1130	00	00	22
	1128	00	07	41
	1127	00	01	18

1126	00	03	79
1120	00	05	34
1112	00	00	10
1111	00	03	11
1110	00	03	65
1109	00	04	54
1097	00	00	84
1099	00	03	60
1098/1301	00	03	00
1098/1300	00	02	99
1023	00	04	62
1022	00	05	82
1016	00	07	49
1017	00	03	01
1015	00	05	68
1010	00	07	40
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992	00	08	78
1024	00	01	06
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1052	00	03	83
1051	00	02	61
1050	00	01	15
1046	00	03	50

	1043	00	00	96
	1042	00	00	71
	1040	00	02	04
	1037	00	03	98
	1036	00	04	39
	1034	00	00	49
	1034/1383	00	02	87
	1033	00	00	46
	1028	00	04	51
	1027	00	00	10
	761	00	00	59
	760	00	05	43
	759	00	08	00
	757	00	02	90
	755	00	01	21
	754	00	01	61
	750	00	00	37
एकडालिआ	932	00	00	60
	931	00	03	76
	930	00	01	51
	929	00	09	09
	917	00	08	55
	916	00	00	23
	915	00	03	93
	914	00	00	38
	918	00	00	12
	909	00	03	26

908	00	01	82
907	00	02	04
905	00	00	81
906	00	04	34
904	00	00	53
902	00	04	51
903	00	00	23
901	00	04	99
894	00	04	53
892	00	02	41
893	00	02	16
891	00	07	25
884	00	03	10
883	00	02	22
882	00	01	07
881	00	00	20
835	00	01	78
1035	00	03	63
1036	00	05	34
1038	00	01	86
1040	00	02	75
1039	00	00	61
1041	00	00	19
1042	00	00	10
826	00	05	00
827	00	05	33
831	00	04	70

824	00	06	49
823	00	05	70
833	00	05	04
822	00	00	10
784	00	00	97
335	00	03	73
332	00	00	81
817	00	00	42
815	00	05	41
795	00	02	66
813	00	03	88
796	00	05	60
794	00	05	07
793	00	00	10
786	00	01	00
788	00	01	75
787	00	02	51
770	00	02	34
771	00	02	43
772	00	03	48
774	00	03	00
775	00	02	53
623	00	02	76
624	00	02	34
625	00	04	10
611	00	04	63
599	00	04	43
609	00	01	00

	600	00	02	85
	601	00	00	51
	602	00	01	01
	590	00	03	78
	589	00	02	91
	577	00	00	13
	578	00	05	49
	581	00	00	37
	557	00	00	52
	555	00	03	60
	556	00	02	26
	558	00	01	50
	558/1475	00	01	13
	558/1498	00	00	88
	553	00	00	13
	559	00	02	22
	559/1473	00	00	62
	547	00	01	36
	560	00	04	78
	486	00	07	77
	498	00	04	90
	505	00	04	24
	507	00	04	86
चन्द्रशेखरपुर	872	00	04	42
	876	00	02	99
	875/1717	00	01	07
	881	00	03	21

878	00	01	93
880	00	03	79
879	00	00	33
863	00	04	49
862	00	05	16
861	00	03	01
858	00	02	75
857	00	00	50
887	00	03	55
813	00	01	22
897	00	00	91
892	00	04	00
909	00	04	77
911	00	05	42
913	00	03	32
921	00	00	72
932	00	07	03
931	00	02	90
933	00	00	82
930	00	08	08
929	00	02	82
954	00	04	71
953	00	00	87
989	00	00	13
955	00	04	47
988	00	02	82
981	00	02	13
987	00	01	36

982	00	03	43
986	00	00	12
983	00	03	46
984	00	04	33
1062	00	00	14
1061	00	03	68
1006	00	03	80
1060	00	03	34
1055	00	02	53
1056	00	05	52
1039	00	07	84
1040	00	03	95
1035	00	04	75
1074	00	00	62
1034	00	03	32
1033	00	00	56
1086	00	00	10
1087	00	03	03
414	00	02	10
408	00	03	76
407	00	00	10
409	00	00	39
410	00	02	24
406	00	01	00
194	00	07	88
195	00	00	33
200	00	04	70
201	00	04	00

203	00	00	61
204	00	03	16
344	00	02	34
343	00	04	70
207	00	00	54
208	00	02	16
342	00	00	23
341	00	00	33
209	00	02	28
211	00	03	63
335	00	00	30
212	00	04	01
215/1704	00	03	24
334/1705	00	01	74
334	00	01	82
333	00	00	41
225	00	02	98
332	00	00	83
331	00	11	29
230	00	01	35
330	00	03	30
245	00	04	21
231	00	01	18
248	00	02	42
249	00	00	83
246	00	02	93
247	00	01	33
250	00	00	86

	242	00	04	79
	241	00	04	51
	240	00	00	10
	252	00	03	48
	255	00	03	55
	256	00	02	36
	96	00	08	07
	95	00	04	65
बोरिगुआँ	438	00	09	87
	664	00	02	19
	439	00	07	44
	446	00	06	05
	447/695	00	02	82
	448/706	00	02	49
	447	00	03	57
	455	00	00	20
	456	00	00	22
	457	00	05	01
	458	00	00	10
	459/689	00	00	10
	460	00	06	75
	464	00	00	68
	465	00	02	55
	466	00	02	55
	467	00	05	05
	469	00	05	15
	472	00	07	33

491	00	02	84
494	00	00	65
495	00	02	62
500	00	03	21
499	00	03	27
502	00	00	65
501	00	07	09
504	00	06	37
532	00	04	71
534	00	05	19
535	00	00	10
195	00	01	11
557	00	02	13
558	00	00	65
194	00	02	74
193	00	04	09
564	00	02	53
145	00	06	53
146	00	00	35
144/707	00	02	89
144	00	04	08
127	00	05	43
131	00	00	89
128	00	01	84
129	00	03	80
130	00	00	40
115	00	07	22
116	00	07	24

	117	00	00	48
खडिपदर	574	00	00	10
	563	00	06	42
	562	00	20	84
	565	00	00	48
	564	00	00	43
	566	00	00	10
	552	00	00	33
	554	00	02	32
	556	00	03	58
	561	00	01	90
	557	00	03	22
	558	00	00	10
	559	00	02	26
	560	00	03	80
	498	00	03	04
	497	00	03	44
	496	00	00	84
	495	00	01	78
	494	00	02	73
	493	00	04	57
	406	00	00	32
	492	00	05	23
	439	00	07	96
	438	00	01	92
	437	00	00	35
	440	00	04	52

481	00	00	10
478	00	01	72
479	00	00	10
477	00	01	58
441	00	02	11
476	00	02	40
475	00	02	25
443	00	00	10
444	00	03	92
445	00	03	00
452	00	02	83
453	00	01	37
451	00	00	56
454	00	08	75
449	00	00	47
456	00	00	10
455	00	00	10

[फा.सं. आर-25011/17/2017-ओआ-I/48599/13715]

पवन कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1815.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil : BEGUNIA	District : KHORDHA	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5
HAJA	2844	00	09	14
	2842	00	02	50
	2852	00	07	83
	2853	00	03	97
	2854	00	01	27
	2855	00	02	63
	2856	00	04	17
	2854/3639	00	00	10
	2858	00	04	75
	2860	00	02	82
	2861	00	00	58
	2862	00	04	58
	2865	00	02	63
	2866	00	02	84
	2870	00	03	80
	2871	00	02	04
	2872	00	02	14
	2877	00	03	37
	2878	00	05	90
	2879	00	00	72
	2889	00	02	82
	2890	00	00	22
	2914	00	00	58
	3262	00	03	20
	3260/3551	00	05	53
	3259	00	04	12
	3257	00	07	59
	3146	00	01	72
	3145	00	03	28
	3144	00	03	24
	3142	00	02	96

3141	00	03	88
3140	00	03	42
3156	00	00	30
3139	00	03	13
3138	00	03	81
3137	00	00	50
3086	00	07	40
3085	00	05	37
3080	00	09	93
3079	00	03	03
3075	00	01	74
3074	00	01	90
3073	00	00	15
3068	00	02	58
3066	00	02	08
3061	00	03	43
3060	00	02	31
3054	00	02	55
3051	00	05	03
1267	00	01	26
1277	00	03	07
1278	00	08	80
1281	00	02	38
1254/3517	00	02	73
1252	00	02	54
1250	00	02	31
1222	00	03	78
1221	00	20	60
1201	00	02	74
1202	00	02	08
1198	00	00	48
1184	00	03	13
1176	00	01	66
1175	00	00	98
1172	00	03	11
1170/3670	00	00	42

1170/3669	00	02	51
1169	00	02	81
1168	00	03	42
1163	00	02	50
1160	00	00	10
1157	00	01	27
1161	00	03	95
1156	00	01	68
1155	00	00	62
1128	00	00	10
1154	00	01	22
1127	00	00	15
1110	00	00	20
1110/3485	00	00	23
1099/3484	00	01	62
1100	00	01	51
1109	00	00	59
1108	00	01	32
1101	00	00	23
1107	00	01	97
1104	00	00	10
1105	00	00	54
1106	00	01	56
1103	00	00	10
1061	00	04	70
1070	00	00	99
1068	00	09	73
1064	00	01	58
1067	00	09	88
1008	00	16	99
967	00	06	10
968	00	05	79
815	00	08	24
816	00	09	91
822	00	01	47
823	00	08	57

802/3627	00	04	49
802/3628	00	04	05
801	00	03	41
787	00	00	73
798	00	02	78
797	00	02	71
790	00	07	77
789	00	02	59
788	00	01	95
719	00	06	78
706	00	04	75
703	00	02	60
702	00	02	64
701	00	03	47
695	00	00	10
698	00	00	19
696	00	02	58
689	00	03	45
690	00	03	29
673	00	00	10
674	00	01	92
679	00	02	22
680	00	01	09
681	00	01	70
682	00	00	73
683	00	01	78
684	00	01	97
666	00	03	67
668	00	00	17
667	00	04	16
667/3742	00	00	75
660	00	03	23
503	00	13	30
498	00	00	10
504	00	00	10
505	00	00	44

506	00	01	90
508	00	04	48
509	00	01	38
497	00	00	21
494	00	00	82
493	00	00	36
492	00	05	28
488	00	01	08
488/3759	00	01	08
485	00	01	03
482	00	00	52
483	00	03	31
484/3681	00	00	76
480	00	01	43
479	00	00	80
476	00	01	39
478	00	01	45
477	00	05	56
462	00	00	49
463	00	00	64
464	00	00	35
466	00	00	39
467	00	01	76
469	00	01	67
468	00	05	02
411	00	05	25
410	00	01	81
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398	00	03	13
408	00	00	10
399	00	01	95
407	00	00	37
406	00	00	62
405	00	00	63
404	00	01	04
403	00	01	08

402	00	00	71
401	00	01	97
400	00	05	40
129	00	07	63
128	00	03	52
125/3504	00	00	58
125	00	00	64
220/3503	00	00	58
118	00	01	18
120	00	00	10
119	00	18	31
117	00	05	31
116	00	01	23
115	00	05	22
112	00	04	65
111	00	02	35
110	00	01	80
109	00	00	13
107	00	01	76
106	00	02	14
105	00	03	55
104	00	00	10
101	00	08	94
102	00	03	57
97	00	05	90
96	00	09	32
98	00	03	57
90	00	01	39
89	00	07	31
88	00	03	87
87	00	02	12
85	00	01	46
86	00	00	20
84	00	00	15
81	00	08	07

BELAPARA	1272	00	01	05
	1265	00	03	16
	1269	00	00	37
	1266	00	05	96
	1261	00	09	97
	1262	00	00	30
	1263	00	01	57
	1264	00	04	40
	1251	00	00	10
	1252	00	00	15
	1240	00	01	67
	1239	00	08	87
	1231	00	04	45
	1222	00	03	58
	1223	00	01	15
	1208	00	02	93
	1209	00	04	06
	1194	00	05	34
	1164	00	06	89
	1163	00	00	10
	1160	00	03	39
	1159	00	03	38
	1157	00	03	30
	1156	00	06	21
	1155	00	03	09
	1130	00	00	22
	1128	00	07	41
	1127	00	01	18
	1126	00	03	79
	1120	00	05	34
	1112	00	00	10
	1111	00	03	11
	1110	00	03	65
	1109	00	04	54
	1097	00	00	84
	1099	00	03	60

1098/1301	00	03	00
1098/1300	00	02	99
1023	00	04	62
1022	00	05	82
1016	00	07	49
1017	00	03	01
1015	00	05	68
1010	00	07	40
1009	00	02	65
1007	00	03	05
1006	00	02	29
1003	00	03	21
1002	00	03	11
992	00	08	78
1024	00	01	06
1054	00	02	01
1052	00	03	83
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1050	00	01	15
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1036	00	04	39
1034	00	00	49
1034/1383	00	02	87
1033	00	00	46
1028	00	04	51
1027	00	00	10
761	00	00	59
760	00	05	43
759	00	08	00
757	00	02	90
755	00	01	21
754	00	01	61

	750	00	00	37
EKADALIA	932	00	00	60
	931	00	03	76
	930	00	01	51
	929	00	09	09
	917	00	08	55
	916	00	00	23
	915	00	03	93
	914	00	00	38
	918	00	00	12
	909	00	03	26
	908	00	01	82
	907	00	02	04
	905	00	00	81
	906	00	04	34
	904	00	00	53
	902	00	04	51
	903	00	00	23
	901	00	04	99
	894	00	04	53
	892	00	02	41
	893	00	02	16
	891	00	07	25
	884	00	03	10
	883	00	02	22
	882	00	01	07
	881	00	00	20
	835	00	01	78
	1035	00	03	63
	1036	00	05	34
	1038	00	01	86
	1040	00	02	75
	1039	00	00	61
	1041	00	00	19
	1042	00	00	10

826	00	05	00
827	00	05	33
831	00	04	70
824	00	06	49
823	00	05	70
833	00	05	04
822	00	00	10
784	00	00	97
335	00	03	73
332	00	00	81
817	00	00	42
815	00	05	41
795	00	02	66
813	00	03	88
796	00	05	60
794	00	05	07
793	00	00	10
786	00	01	00
788	00	01	75
787	00	02	51
770	00	02	34
771	00	02	43
772	00	03	48
774	00	03	00
775	00	02	53
623	00	02	76
624	00	02	34
625	00	04	10
611	00	04	63
599	00	04	43
609	00	01	00
600	00	02	85
601	00	00	51
602	00	01	01
590	00	03	78
589	00	02	91

	577	00	00	13
	578	00	05	49
	581	00	00	37
	557	00	00	52
	555	00	03	60
	556	00	02	26
	558	00	01	50
	558/1475	00	01	13
	558/1498	00	00	88
	553	00	00	13
	559	00	02	22
	559/1473	00	00	62
	547	00	01	36
	560	00	04	78
	486	00	07	77
	498	00	04	90
	505	00	04	24
	507	00	04	86
CHANDRASEKHARPUR	872	00	04	42
	876	00	02	99
	875/1717	00	01	07
	881	00	03	21
	878	00	01	93
	880	00	03	79
	879	00	00	33
	863	00	04	49
	862	00	05	16
	861	00	03	01
	858	00	02	75
	857	00	00	50
	887	00	03	55
	813	00	01	22
	897	00	00	91
	892	00	04	00
	909	00	04	77

911	00	05	42
913	00	03	32
921	00	00	72
932	00	07	03
931	00	02	90
933	00	00	82
930	00	08	08
929	00	02	82
954	00	04	71
953	00	00	87
989	00	00	13
955	00	04	47
988	00	02	82
981	00	02	13
987	00	01	36
982	00	03	43
986	00	00	12
983	00	03	46
984	00	04	33
1062	00	00	14
1061	00	03	68
1006	00	03	80
1060	00	03	34
1055	00	02	53
1056	00	05	52
1039	00	07	84
1040	00	03	95
1035	00	04	75
1074	00	00	62
1034	00	03	32
1033	00	00	56
1086	00	00	10
1087	00	03	03
414	00	02	10
408	00	03	76
407	00	00	10

409	00	00	39
410	00	02	24
406	00	01	00
194	00	07	88
195	00	00	33
200	00	04	70
201	00	04	00
203	00	00	61
204	00	03	16
344	00	02	34
343	00	04	70
207	00	00	54
208	00	02	16
342	00	00	23
341	00	00	33
209	00	02	28
211	00	03	63
335	00	00	30
212	00	04	01
215/1704	00	03	24
334/1705	00	01	74
334	00	01	82
333	00	00	41
225	00	02	98
332	00	00	83
331	00	11	29
230	00	01	35
330	00	03	30
245	00	04	21
231	00	01	18
248	00	02	42
249	00	00	83
246	00	02	93
247	00	01	33
250	00	00	86
242	00	04	79

	241	00	04	51
	240	00	00	10
	252	00	03	48
	255	00	03	55
	256	00	02	36
	96	00	08	07
	95	00	04	65
BORIGUAN	438	00	09	87
	664	00	02	19
	439	00	07	44
	446	00	06	05
	447/695	00	02	82
	448/706	00	02	49
	447	00	03	57
	455	00	00	20
	456	00	00	22
	457	00	05	01
	458	00	00	10
	459/689	00	00	10
	460	00	06	75
	464	00	00	68
	465	00	02	55
	466	00	02	55
	467	00	05	05
	469	00	05	15
	472	00	07	33
	491	00	02	84
	494	00	00	65
	495	00	02	62
	500	00	03	21
	499	00	03	27
	502	00	00	65
	501	00	07	09
	504	00	06	37
	532	00	04	71

	534	00	05	19
	535	00	00	10
	195	00	01	11
	557	00	02	13
	558	00	00	65
	194	00	02	74
	193	00	04	09
	564	00	02	53
	145	00	06	53
	146	00	00	35
	144/707	00	02	89
	144	00	04	08
	127	00	05	43
	131	00	00	89
	128	00	01	84
	129	00	03	80
	130	00	00	40
	115	00	07	22
	116	00	07	24
	117	00	00	48
KHADIPADAR	574	00	00	10
	563	00	06	42
	562	00	20	84
	565	00	00	48
	564	00	00	43
	566	00	00	10
	552	00	00	33
	554	00	02	32
	556	00	03	58
	561	00	01	90
	557	00	03	22
	558	00	00	10
	559	00	02	26
	560	00	03	80
	498	00	03	04

497	00	03	44
496	00	00	84
495	00	01	78
494	00	02	73
493	00	04	57
406	00	00	32
492	00	05	23
439	00	07	96
438	00	01	92
437	00	00	35
440	00	04	52
481	00	00	10
478	00	01	72
479	00	00	10
477	00	01	58
441	00	02	11
476	00	02	40
475	00	02	25
443	00	00	10
444	00	03	92
445	00	03	00
452	00	02	83
453	00	01	37
451	00	00	56
454	00	08	75
449	00	00	47
456	00	00	10
455	00	00	10

[F. No. R-25011/17/2017-OR-I /48599 /13715]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1816.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिलीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
तहसील- टांगि	जिला - खोर्द्धा	राज्य -ओडिशा		
गाँव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5
खजुरिआ	641	00	02	62
	638	00	02	95
	640	00	05	12
	639	00	04	54
	635/658	00	05	77
	616	00	07	08
	614/668	00	00	84
	617/669	00	02	40
	614	00	00	36
	617	00	02	92
	613	00	00	77
	612	00	10	00
	595	00	00	96
	593	00	02	56
	594	00	00	95

594/708	00	02	23
585	00	06	19
588	00	00	44
587	00	06	90
586	00	00	73
290	00	02	46
290/796	00	00	15
288	00	01	63
288/771	00	00	96
289	00	00	30
581	00	01	21
568	00	01	13
293	00	01	03
292	00	01	13
291	00	01	21
297	00	01	53
298	00	07	64
298/769	00	02	66
307	00	02	81
306	00	05	70
300	00	00	25
301	00	06	48
305	00	00	67
308	00	06	31
309	00	03	40
509	00	13	98
508	00	15	68
505	00	00	51
504	00	04	36
503	00	02	96
321	00	04	18

321/653	00	07	06
322/654	00	02	94
140	00	07	14
141	00	01	46
141/712	00	01	46
141/722	00	00	72
119	00	06	52
141/647	00	01	42
118	00	00	73
118/822	00	01	19
120	00	02	74
117	00	16	52
110	00	02	47
106	00	02	49
108	00	00	10
107	00	03	64
109	00	00	33
96	00	00	78
92	00	01	84
92/823	00	04	73
90	00	10	34
86	00	01	50
84	00	00	10
85	00	01	29
83	00	00	30
76	00	15	14
77	00	03	08
20	00	00	42
40	00	08	85
39	00	05	35
36	00	04	65

	38	00	01	30
	37	00	03	28
	34	00	02	07
	31	00	04	94
	33	00	00	23
	32	00	00	55
	16	00	04	92
	15	00	01	05
	14	00	01	09
डमणभूद	821	00	00	10
	820	00	03	17
	822	00	04	15
	823	00	02	20
	825	00	00	54
	826	00	03	20
	828	00	10	72
	829	00	07	04
	830	00	00	44
	832	00	03	58
	846	00	03	05
	845	00	06	28
	850	00	01	85
	851	00	03	81
	852	00	18	88
	854	00	01	01
	853	00	04	45
	869	00	14	43
	868	00	03	22
	957	00	07	85
	961	00	01	31

962	00	21	31
963	00	02	45
972	00	05	37
954	00	02	65
952	00	12	66
953	00	02	50
950	00	01	05
951	00	10	21
948	00	06	09
941	00	00	16
942	00	45	53
942/2189	00	01	03
942/2195	00	00	52
942/2194	00	00	52
942/2193	00	00	52
942/2196	00	00	52
1044	00	05	04
1043	00	08	67
1042	00	07	27
1041	00	11	97
1045	00	01	12
1090	00	22	13
1088	00	03	94
1089	00	01	03
1111	00	01	82
1113	00	02	76
1105	00	00	72
1516	00	08	51
1526	00	04	50
1525	00	02	40
1517	00	00	19

1524	00	03	00
1524/2229	00	03	01
1523	00	04	07
1521	00	01	81
1522	00	00	26
1520	00	02	32
1697	00	00	50
1696	00	03	97
1704	00	02	43
1703	00	00	24
1705	00	00	12
1706	00	00	57
1925	00	06	15
1713	00	01	38
1924	00	04	53
1714	00	06	06
1923	00	00	12
1715	00	07	34
1716	00	00	10
1718	00	06	67
1717	00	00	23
1723	00	02	41
1719	00	00	18
1722	00	04	87
1721	00	07	39
1831	00	04	94
1830	00	07	53
1772	00	00	34
1835	00	00	10
1829	00	01	60
1836	00	00	75

	1821	00	03	52
	1820	00	03	86
	1837	00	03	93
	1839	00	01	60
	1838	00	07	66
	1843	00	02	48
	1857	00	03	91
	1859	00	17	19
	1856	00	03	08
अम्भाविल	1060	00	00	86
	1072/1834	00	03	93
	1072	00	03	33
	1070	00	01	28
	1069	00	03	63
	1073	00	03	43
	1075	00	00	10
	1068	00	12	98
	1067	00	04	81
	1078	00	09	64
	1079	00	00	26
	1084	00	01	13
	1084/1830	00	05	47
	1085/1827	00	09	54
	1085	00	00	10
	1086	00	00	10
	1085/1826	00	06	99
	1087	00	00	87
	1118	00	04	36
	1106	00	01	94
	1833	00	04	08

1107	00	03	05
1128	00	02	54
1127	00	00	82
1109	00	00	22
1831	00	02	22
1125	00	00	50
1133	00	07	45
1790	00	04	12
1138	00	17	41
1139	00	02	33
1139/1854	00	00	67
1139/1855	00	01	18
1140	00	04	77
1140/1948	00	04	78
1185	00	02	64
1185/1951	00	02	64
1183	00	04	23
1182	00	04	82
1179	00	01	27
1180	00	02	97
1178	00	09	11
1194	00	03	84
1193	00	01	05
1195	00	01	56
1196	00	01	26
1197	00	00	92
1198	00	07	62
1199	00	00	77
1200	00	01	32
1201	00	01	81
772	00	01	72

770	00	03	30
771	00	02	48
769	00	10	66
767	00	00	45
766	00	02	49
759	00	10	15
763	00	00	92
760	00	02	65
761	00	02	38
758	00	00	44
757	00	02	95
756	00	02	23
562	00	06	05
565	00	03	07
569	00	01	69
566	00	04	38
561	00	01	30
560	00	00	33
558	00	01	10
563	00	02	96
557	00	01	01
537	00	01	50
555	00	00	16
538	00	04	24
536	00	00	42
556	00	00	48
544	00	00	45
543	00	03	23
542	00	03	39
539	00	00	71
541	00	05	21

540	00	00	10
138	00	01	25
428	00	01	30
427	00	01	16
425	00	01	01
423	00	01	16
422	00	01	22
424	00	02	14
421	00	00	27
419	00	09	59
418	00	00	92
417	00	00	53
430	00	00	10
416	00	06	16
414	00	08	32
413	00	08	93
410	00	02	32
411	00	01	33
412	00	02	09
343	00	02	87
342	00	03	73
341	00	00	32
1451	00	00	24
1499	00	00	41
337	00	01	43
336	00	02	06
335	00	00	10
334	00	02	50
1285	00	00	59
1288	00	02	59
1500	00	01	10

	1501	00	03	12
	1502	00	03	27
	1503	00	00	17
	1504	00	01	24
	1505	00	07	14
	1525	00	04	73
	1524	00	00	10
	1526	00	01	66
	1527	00	02	66
	1539	00	03	88
	1540	00	02	45
	1543	00	02	40
	1544	00	02	43
	1545	00	02	21
	1838	00	02	43
	1546	00	02	18
	1547	00	04	26
	1550	00	01	59
	1551	00	00	79
	1781	00	02	49
	1553	00	01	29
असुरद्विप	341	00	01	14
	276	00	00	15
	277	00	00	60
	278/399	00	06	88
	280	00	04	20
	281/388	00	03	43
	281/396	00	00	94
	282	00	02	70
	271	00	02	98

221	00	13	56
222	00	00	11
230/368	00	05	37
234	00	02	67
235	00	02	59
254	00	12	43
253	00	04	65
254/386	00	00	41
242	00	02	27
245	00	01	71
244	00	05	57
161	00	02	13
161/406	00	01	16
160	00	00	72
160/405	00	02	46
159	00	00	10
158	00	04	61
157	00	02	28
156	00	03	95
155	00	03	65
154	00	04	47
153	00	02	45
152	00	02	83
151	00	07	26
184	00	00	10
123	00	06	58
121	00	03	73
121/397	00	03	42
94	00	29	75
99	00	02	22
19	00	02	75

	16	00	00	96
	16/421	00	02	70
	17	00	07	89
	18	00	07	31
राउतरापुर	416	00	02	85
	363	00	10	58
	364	00	06	21
	367	00	00	36
	366	00	04	31
	370	00	04	09
	372	00	00	10
	370/542	00	00	15
	373	00	01	68
	374	00	00	94
	377	00	03	34
	378	00	01	99
	378/597	00	04	72
	380	00	02	94
	413	00	00	46
	381	00	01	25
	382	00	00	17
	383	00	00	18
	412	00	09	82
	411	00	07	98
	410	00	00	10
	407	00	02	96
	403	00	01	60
	404	00	01	23
	402	00	04	29
	399	00	04	06

	390	00	00	56
	389	00	04	40
	391	00	00	62
	392	00	02	92
	311	00	01	66
	310	00	01	58
	308	00	02	64
	394	00	04	11
छणगिरि	611	00	03	14
	610	00	02	50
	612	00	02	94
	609	00	01	78
	608	00	00	48
	607	00	04	98
	614	00	10	87
	615	00	04	10
	616	00	10	13
	515	00	05	07
	518	00	04	83
	517	00	09	08
	496	00	04	59
	507	00	02	05
	506	00	01	35
	497	00	08	81
	505	00	00	44
	501	00	08	63
	500	00	03	86
	490	00	01	95
	485	00	02	07
	489	00	03	27

488	00	05	63
487	00	08	93
486	00	01	05
473/760	00	01	58
468/734	00	00	10
468	00	05	58
469	00	00	48
466	00	23	13
455	00	12	33
456	00	00	37
452	00	05	35
451	00	03	49
450	00	08	85

[फा.सं. आर-25011/17/2017-ओआर-I/48599/13715]

पवन कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1816.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil : TANGI	District : KHORDHA	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5

KHAJURIA	641	00	02	62
	638	00	02	95

640	00	05	12
639	00	04	54
635/658	00	05	77
616	00	07	08
614/668	00	00	84
617/669	00	02	40
614	00	00	36
617	00	02	92
613	00	00	77
612	00	10	00
595	00	00	96
593	00	02	56
594	00	00	95
594/708	00	02	23
585	00	06	19
588	00	00	44
587	00	06	90
586	00	00	73
290	00	02	46
290/796	00	00	15
288	00	01	63
288/771	00	00	96
289	00	00	30
581	00	01	21
568	00	01	13
293	00	01	03
292	00	01	13
291	00	01	21
297	00	01	53
298	00	07	64
298/769	00	02	66

307	00	02	81
306	00	05	70
300	00	00	25
301	00	06	48
305	00	00	67
308	00	06	31
309	00	03	40
509	00	13	98
508	00	15	68
505	00	00	51
504	00	04	36
503	00	02	96
321	00	04	18
321/653	00	07	06
322/654	00	02	94
140	00	07	14
141	00	01	46
141/712	00	01	46
141/722	00	00	72
119	00	06	52
141/647	00	01	42
118	00	00	73
118/822	00	01	19
120	00	02	74
117	00	16	52
110	00	02	47
106	00	02	49
108	00	00	10
107	00	03	64
109	00	00	33
96	00	00	78

	92	00	01	84
	92/823	00	04	73
	90	00	10	34
	86	00	01	50
	84	00	00	10
	85	00	01	29
	83	00	00	30
	76	00	15	14
	77	00	03	08
	20	00	00	42
	40	00	08	85
	39	00	05	35
	36	00	04	65
	38	00	01	30
	37	00	03	28
	34	00	02	07
	31	00	04	94
	33	00	00	23
	32	00	00	55
	16	00	04	92
	15	00	01	05
	14	00	01	09
DAMANBHUI	821	00	00	10
	820	00	03	17
	822	00	04	15
	823	00	02	20
	825	00	00	54
	826	00	03	20
	828	00	10	72
	829	00	07	04

830	00	00	44
832	00	03	58
846	00	03	05
845	00	06	28
850	00	01	85
851	00	03	81
852	00	18	88
854	00	01	01
853	00	04	45
869	00	14	43
868	00	03	22
957	00	07	85
961	00	01	31
962	00	21	31
963	00	02	45
972	00	05	37
954	00	02	65
952	00	12	66
953	00	02	50
950	00	01	05
951	00	10	21
948	00	06	09
941	00	00	16
942	00	45	53
942/2189	00	01	03
942/2195	00	00	52
942/2194	00	00	52
942/2193	00	00	52
942/2196	00	00	52
1044	00	05	04
1043	00	08	67

1042	00	07	27
1041	00	11	97
1045	00	01	12
1090	00	22	13
1088	00	03	94
1089	00	01	03
1111	00	01	82
1113	00	02	76
1105	00	00	72
1516	00	08	51
1526	00	04	50
1525	00	02	40
1517	00	00	19
1524	00	03	00
1524/2229	00	03	01
1523	00	04	07
1521	00	01	81
1522	00	00	26
1520	00	02	32
1697	00	00	50
1696	00	03	97
1704	00	02	43
1703	00	00	24
1705	00	00	12
1706	00	00	57
1925	00	06	15
1713	00	01	38
1924	00	04	53
1714	00	06	06
1923	00	00	12
1715	00	07	34

	1716	00	00	10
	1718	00	06	67
	1717	00	00	23
	1723	00	02	41
	1719	00	00	18
	1722	00	04	87
	1721	00	07	39
	1831	00	04	94
	1830	00	07	53
	1772	00	00	34
	1835	00	00	10
	1829	00	01	60
	1836	00	00	75
	1821	00	03	52
	1820	00	03	86
	1837	00	03	93
	1839	00	01	60
	1838	00	07	66
	1843	00	02	48
	1857	00	03	91
	1859	00	17	19
	1856	00	03	08
AMBHABIL	1060	00	00	86
	1072/1834	00	03	93
	1072	00	03	33
	1070	00	01	28
	1069	00	03	63
	1073	00	03	43
	1075	00	00	10
	1068	00	12	98

1067	00	04	81
1078	00	09	64
1079	00	00	26
1084	00	01	13
1084/1830	00	05	47
1085/1827	00	09	54
1085	00	00	10
1086	00	00	10
1085/1826	00	06	99
1087	00	00	87
1118	00	04	36
1106	00	01	94
1833	00	04	08
1107	00	03	05
1128	00	02	54
1127	00	00	82
1109	00	00	22
1831	00	02	22
1125	00	00	50
1133	00	07	45
1790	00	04	12
1138	00	17	41
1139	00	02	33
1139/1854	00	00	67
1139/1855	00	01	18
1140	00	04	77
1140/1948	00	04	78
1185	00	02	64
1185/1951	00	02	64
1183	00	04	23
1182	00	04	82

1179	00	01	27
1180	00	02	97
1178	00	09	11
1194	00	03	84
1193	00	01	05
1195	00	01	56
1196	00	01	26
1197	00	00	92
1198	00	07	62
1199	00	00	77
1200	00	01	32
1201	00	01	81
772	00	01	72
770	00	03	30
771	00	02	48
769	00	10	66
767	00	00	45
766	00	02	49
759	00	10	15
763	00	00	92
760	00	02	65
761	00	02	38
758	00	00	44
757	00	02	95
756	00	02	23
562	00	06	05
565	00	03	07
569	00	01	69
566	00	04	38
561	00	01	30
560	00	00	33

558	00	01	10
563	00	02	96
557	00	01	01
537	00	01	50
555	00	00	16
538	00	04	24
536	00	00	42
556	00	00	48
544	00	00	45
543	00	03	23
542	00	03	39
539	00	00	71
541	00	05	21
540	00	00	10
138	00	01	25
428	00	01	30
427	00	01	16
425	00	01	01
423	00	01	16
422	00	01	22
424	00	02	14
421	00	00	27
419	00	09	59
418	00	00	92
417	00	00	53
430	00	00	10
416	00	06	16
414	00	08	32
413	00	08	93
410	00	02	32
411	00	01	33

412	00	02	09
343	00	02	87
342	00	03	73
341	00	00	32
1451	00	00	24
1499	00	00	41
337	00	01	43
336	00	02	06
335	00	00	10
334	00	02	50
1285	00	00	59
1288	00	02	59
1500	00	01	10
1501	00	03	12
1502	00	03	27
1503	00	00	17
1504	00	01	24
1505	00	07	14
1525	00	04	73
1524	00	00	10
1526	00	01	66
1527	00	02	66
1539	00	03	88
1540	00	02	45
1543	00	02	40
1544	00	02	43
1545	00	02	21
1838	00	02	43
1546	00	02	18
1547	00	04	26
1550	00	01	59

	1551	00	00	79
	1781	00	02	49
	1553	00	01	29
ASURADHIPA	341	00	01	14
	276	00	00	15
	277	00	00	60
	278/399	00	06	88
	280	00	04	20
	281/388	00	03	43
	281/396	00	00	94
	282	00	02	70
	271	00	02	98
	221	00	13	56
	222	00	00	11
	230/368	00	05	37
	234	00	02	67
	235	00	02	59
	254	00	12	43
	253	00	04	65
	254/386	00	00	41
	242	00	02	27
	245	00	01	71
	244	00	05	57
	161	00	02	13
	161/406	00	01	16
	160	00	00	72
	160/405	00	02	46
	159	00	00	10
	158	00	04	61
	157	00	02	28

	156	00	03	95
	155	00	03	65
	154	00	04	47
	153	00	02	45
	152	00	02	83
	151	00	07	26
	184	00	00	10
	123	00	06	58
	121	00	03	73
	121/397	00	03	42
	94	00	29	75
	99	00	02	22
	19	00	02	75
	16	00	00	96
	16/421	00	02	70
	17	00	07	89
	18	00	07	31
ROUTARAPUR	416	00	02	85
	363	00	10	58
	364	00	06	21
	367	00	00	36
	366	00	04	31
	370	00	04	09
	372	00	00	10
	370/542	00	00	15
	373	00	01	68
	374	00	00	94
	377	00	03	34
	378	00	01	99
	378/597	00	04	72

	380	00	02	94
	413	00	00	46
	381	00	01	25
	382	00	00	17
	383	00	00	18
	412	00	09	82
	411	00	07	98
	410	00	00	10
	407	00	02	96
	403	00	01	60
	404	00	01	23
	402	00	04	29
	399	00	04	06
	390	00	00	56
	389	00	04	40
	391	00	00	62
	392	00	02	92
	311	00	01	66
	310	00	01	58
	308	00	02	64
	394	00	04	11
CHHANAGIRI	611	00	03	14
	610	00	02	50
	612	00	02	94
	609	00	01	78
	608	00	00	48
	607	00	04	98
	614	00	10	87
	615	00	04	10
	616	00	10	13

515	00	05	07
518	00	04	83
517	00	09	08
496	00	04	59
507	00	02	05
506	00	01	35
497	00	08	81
505	00	00	44
501	00	08	63
500	00	03	86
490	00	01	95
485	00	02	07
489	00	03	27
488	00	05	63
487	00	08	93
486	00	01	05
473/760	00	01	58
468/734	00	00	10
468	00	05	58
469	00	00	48
466	00	23	13
455	00	12	33
456	00	00	37
452	00	05	35
451	00	03	49
450	00	08	85

[F. No. R-25011/17/2017-OR-I/48599/13715]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1817.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिलीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
तहसील- खोर्द्धा	जिला - खोर्द्धा	राज्य - ओडिशा		
गाँव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5

राएपुर	479	00	07	37
	480	00	05	33
	597	00	05	81
	595	00	04	60
	596	00	08	46
	593	00	06	46
	592	00	01	54
	572	00	00	46
	573	00	07	57
	574	00	05	98
	575	00	04	43
	568	00	06	48
	567	00	00	83
	561	00	00	10
	562	00	08	09
	555	00	04	64
	554	00	05	86
	543	00	02	64
	544	00	03	16
	547	00	06	56

	548	00	02	80
	549	00	01	67
	525	00	07	08
	521	00	11	76
	520	00	04	44
बसन्त	647	00	07	65
	648	00	06	50
	635	00	04	17
	650	00	00	10
	632	00	00	81
	651	00	02	88
	631	00	03	55
	608	00	03	74
	609	00	04	99
	610	00	02	84
	605	00	03	73
	614	00	03	65
	523	00	07	91
	520	00	03	76
	519	00	03	82
	461	00	06	33
	462	00	02	74
	518	00	13	94
	517	00	01	42
	515	00	03	49
	514	00	04	27
	512	00	08	37
	551	00	00	10
	508	00	02	31
	555	00	01	56
	507	00	00	21
	556	00	07	39
	502	00	05	19
	501	00	04	23
	500	00	02	15

	497	00	03	02
	499	00	03	26
	498	00	04	15
अण्डा	600	00	04	23
	599	00	05	62
	598	00	07	20
	604	00	00	26
	607	00	03	55
	608	00	00	29
	609	00	01	80
	610	00	07	51
	611	00	01	54
	621	00	04	20
	620	00	04	36
	690	00	02	11
	691	00	02	86
	693	00	04	13
	694	00	01	03
	696	00	00	78
	695	00	05	49
	720	00	01	62
	783	00	00	46
	785	00	03	42
	799	00	01	07
	786	00	03	82
	798	00	01	10
	798/1108	00	00	32
	799/1109	00	00	88
	788	00	10	00
	797	00	00	63
	795	00	04	59
	793	00	08	93
	794	00	00	10
हरिपुर	933	00	07	93

	931	00	01	31
	934/967	00	02	06
	935	00	11	08
	936	00	06	16
	958	00	00	10
	940	00	08	75
	941	00	06	22
	951	00	00	19
	948	00	03	14
	947	00	02	86
	946	00	01	16
	949	00	04	76
धउलिमुहँ	2039	00	07	00
	2038	00	00	10
	2040	00	14	86
	2041	00	10	37
	2048	00	09	30
	2028	00	07	47
	2050	00	12	83
	2051	00	00	10
	2024	00	13	76
	2022	00	04	83
	2025	00	00	97
	2020	00	14	30
	2019	00	01	41
गोपिनाथपुर	3	00	00	72
	4	00	01	82
	5	00	00	34
	6	00	03	26
	7	00	02	86
	8	00	02	59
	11	00	03	63
	10	00	02	06
	13	00	02	50

ब्रजमोहनपुर	103	00	14	50
	95	00	12	85
	82	00	01	47
	81	00	01	32
	118	00	06	52
	119	00	06	28
	129	00	00	94
	128	00	04	13
	130	00	04	14
	131	00	07	24
	135	00	05	94
	69	00	02	49
	136	00	00	31
	68	00	15	55
	170	00	00	28
	172	00	01	82
	173	00	07	41
	67	00	00	93
	174	00	01	74
	203	00	02	03
	175	00	00	92
	176	00	04	34
	177	00	04	80
	178	00	00	10
	200	00	02	69
	193	00	00	84
	199	00	05	82
	194	00	02	07
	198	00	08	34
	196	00	05	62
	269	00	00	10
नरसिंहप्रसाद	784	00	00	60
	785	00	05	05
	950	00	03	46

	985	00	06	69
	984	00	07	21
	951	00	08	91
	952	00	00	55
	955	00	04	03
	954	00	03	43
	953	00	03	02
	978	00	05	14
	977	00	01	90
	993	00	03	04
	994	00	03	51
	976	00	07	35
रामचण्डि	584	00	04	26
	582	00	02	59
	583	00	09	73
	606	00	00	30
	607	00	07	29
	608	00	02	82
	609	00	04	76
	637	00	03	80
	636	00	04	66
	635	00	00	90
	632	00	00	78
	634	00	02	14
	633	00	09	47
	659	00	10	64
	674	00	04	76
	675	00	06	30
	669	00	00	10
	696	00	11	68
	710	00	00	10
	698	00	00	94
	707	00	02	90
	706	00	00	63
	705	00	00	69

	708	00	01	06
	733	00	08	57
	736	00	05	58
	741	00	00	99
	740	00	05	36
	739	00	01	31
	527	00	13	12
	526	00	01	70
	525	00	05	57
	500	00	00	63
	499	00	04	02
	175	00	05	01
	478	00	05	24
	479	00	00	30
	477	00	00	83
	480	00	05	14
	486	00	00	10
	485	00	09	48
	484	00	06	60
दुर्गाप्रसाद	842	00	01	78
	843	00	05	70
	841	00	03	28
	844	00	00	10
	845	00	01	42
	835	00	06	51
	834	00	04	84
	846	00	02	04
	846/1065	00	02	05
	847	00	01	16
	832	00	01	42
	812	00	10	36
	813	00	01	41
	807	00	12	30
	808	00	01	85
	805	00	00	36

	804	00	04	56
	789	00	06	94
	803	00	00	10
	790	00	03	25
	791	00	04	04
	792	00	04	44
	727	00	00	28
	730	00	06	14
	731	00	00	10
	728	00	00	10
	729	00	00	74
	713	00	04	29
	714	00	00	10
	712	00	02	10
	710	00	02	78
	709	00	05	88
	706	00	00	64
	698	00	01	50
	699	00	00	76
	705	00	02	28
	704	00	03	44
	702	00	00	10
	703	00	03	33
	692	00	06	68
	690	00	00	22
	693	00	05	99
जगन्नाथपुर	942	00	04	75
	943	00	02	97
	941	00	03	22
	948	00	00	61
	949	00	03	21
	933	00	02	52
	953	00	07	51
	954	00	00	47
	955	00	04	60

956	00	09	69
957	00	04	45
958	00	04	96
960	00	01	50
961	00	08	34
1003	00	00	40
962	00	06	57
963	00	02	26
910	00	09	63
909	00	11	87
908	00	00	51
906	00	00	25
906/1138	00	00	10
907	00	03	65
900	00	04	11
899	00	01	23
898	00	05	06
892	00	02	49
885	00	05	22
884	00	03	18
886	00	13	67
877	00	01	13
872	00	03	51
871	00	02	89
873	00	00	10
861	00	07	40
862	00	00	35
860	00	06	81
859	00	03	47
446	00	02	59
447	00	02	73
450	00	00	95
451	00	05	74
466	00	01	26
463	00	09	20
462	00	00	64

464	00	02	95
461	00	03	25
460	00	08	01
459	00	00	10
477	00	02	43
478	00	03	19
822	00	01	39
483	00	04	53
484	00	01	05
482	00	00	10
485	00	09	54
818	00	00	36
486	00	01	25
493	00	05	56
492	00	01	11
491	00	01	56
496	00	01	73
497	00	01	94
498	00	37	12
812	00	00	10
508	00	01	37
509	00	01	74
510	00	07	50
511	00	00	88
512	00	02	90
513	00	06	16
517	00	00	85
518	00	05	79
541	00	05	21
540	00	07	15
799	00	00	10
523	00	00	10
539	00	00	54
537	00	00	10
542	00	07	43
545	00	00	12

	543	00	01	40
	544	00	01	41
	546	00	07	38
	550	00	01	41
	549	00	00	41
	548	00	04	29
	547	00	05	79
पाणिछत्र	676	00	00	10
	677	00	03	35
	678	00	04	38
	696	00	08	60
	695	00	01	84
	694	00	06	42
	691	00	06	63
	717	00	05	31
	716	00	00	30
	718	00	05	04
	721	00	03	57
	722	00	01	81
	720	00	02	99
	763	00	05	02
	764	00	00	10
	764/1513	00	00	10
	764/1517	00	00	10
	764/1518	00	00	10
	764/1519	00	00	23
	762	00	02	23
	767	00	02	40
	761	00	01	38
	801	00	04	93
	802	00	07	17
	803	00	04	41
	804	00	04	56
	808	00	01	00
	824	00	06	55

	825	00	06	22
	879	00	02	90
	880	00	06	81
	881	00	00	34
	882	00	08	29
	901	00	02	33
	883	00	00	10
	899	00	00	98
	894	00	02	93
	897	00	02	54
	896	00	00	79
	907	00	03	55
	908	00	02	66
	917	00	01	19
	917/1487	00	02	48
	920	00	00	43
	919	00	02	04
	918	00	00	26
	932	00	03	42
	933	00	00	45
	950	00	00	10
	950/1435	00	00	10
	949	00	12	46
	943	00	00	11
	948	00	03	50
	947	00	08	78
	946	00	00	32
	982	00	02	09
	980	00	00	12
	981	00	13	63
	985	00	02	23
कैपुर	1580	00	03	19
	1581	00	01	10
	1579	00	04	76
	1578	00	08	43

	1583	00	01	35
	1585	00	06	64
	1577	00	08	05
	1588	00	01	45
	1589	00	06	76
	1598	00	02	18
	1594	00	02	74
	1597	00	02	96
	1596	00	04	13
	1595	00	00	10
गोड़िपडा	571	00	10	16
	570	00	04	09
	573	00	06	86
	568	00	04	11
	576	00	03	52
	577	00	01	58
	578	00	02	42
	579	00	00	17
	566	00	11	05
	565	00	01	87
	580	00	03	52
	581	00	01	48
	484	00	02	80
	483	00	00	20
	478	00	00	85
	476	00	03	30
	475	00	04	07
	474	00	02	75
	473	00	03	69
	472	00	01	79
	464	00	13	11
	465	00	00	43
	463	00	07	17
	448	00	00	49
	449	00	15	36

	454	00	05	47
	452	00	01	42
	414	00	07	14
	415	00	14	44
	408	00	12	88
	397	00	08	34
	379	00	07	94
	386	00	08	79
	387	00	13	99
	362	00	04	93
	361	00	12	91
	364	00	00	57
मोटा	392	00	00	17
	391	00	08	16
	390	00	01	05
	251	00	09	08
	250	00	16	41
	249	00	06	92
	248	00	04	80
	206	00	06	09
लहंगा	127	00	03	92
	126	00	08	81
	114	00	02	28
	125	00	03	63
	124	00	03	76
	115	00	00	12
	123	00	05	09
	119	00	02	04
	121	00	02	03
	120	00	02	09
	117	00	00	32

New Delhi, the 3rd August, 2017

S.O. 1817.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil : KHORDHA	District : KHORDHA	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5

RAIPUR	479	00	07	37
	480	00	05	33
	597	00	05	81
	595	00	04	60
	596	00	08	46
	593	00	06	46
	592	00	01	54
	572	00	00	46
	573	00	07	57
	574	00	05	98
	575	00	04	43
	568	00	06	48
	567	00	00	83
	561	00	00	10
	562	00	08	09
	555	00	04	64

	554	00	05	86
	543	00	02	64
	544	00	03	16
	547	00	06	56
	548	00	02	80
	549	00	01	67
	525	00	07	08
	521	00	11	76
	520	00	04	44
BASANTA	647	00	07	65
	648	00	06	50
	635	00	04	17
	650	00	00	10
	632	00	00	81
	651	00	02	88
	631	00	03	55
	608	00	03	74
	609	00	04	99
	610	00	02	84
	605	00	03	73
	614	00	03	65
	523	00	07	91
	520	00	03	76
	519	00	03	82
	461	00	06	33
	462	00	02	74
	518	00	13	94
	517	00	01	42
	515	00	03	49
	514	00	04	27

	512	00	08	37
	551	00	00	10
	508	00	02	31
	555	00	01	56
	507	00	00	21
	556	00	07	39
	502	00	05	19
	501	00	04	23
	500	00	02	15
	497	00	03	02
	499	00	03	26
	498	00	04	15
ANDA	600	00	04	23
	599	00	05	62
	598	00	07	20
	604	00	00	26
	607	00	03	55
	608	00	00	29
	609	00	01	80
	610	00	07	51
	611	00	01	54
	621	00	04	20
	620	00	04	36
	690	00	02	11
	691	00	02	86
	693	00	04	13
	694	00	01	03
	696	00	00	78
	695	00	05	49
	720	00	01	62

	783	00	00	46
	785	00	03	42
	799	00	01	07
	786	00	03	82
	798	00	01	10
	798/1108	00	00	32
	799/1109	00	00	88
	788	00	10	00
	797	00	00	63
	795	00	04	59
	793	00	08	93
	794	00	00	10
HARIPUR	933	00	07	93
	931	00	01	31
	934/967	00	02	06
	935	00	11	08
	936	00	06	16
	958	00	00	10
	940	00	08	75
	941	00	06	22
	951	00	00	19
	948	00	03	14
	947	00	02	86
	946	00	01	16
	949	00	04	76
DHAULIMUHNA	2039	00	07	00
	2038	00	00	10
	2040	00	14	86
	2041	00	10	37

	2048	00	09	30
	2028	00	07	47
	2050	00	12	83
	2051	00	00	10
	2024	00	13	76
	2022	00	04	83
	2025	00	00	97
	2020	00	14	30
	2019	00	01	41
GOPINATHPUR	3	00	00	72
	4	00	01	82
	5	00	00	34
	6	00	03	26
	7	00	02	86
	8	00	02	59
	11	00	03	63
	10	00	02	06
	13	00	02	50
BRAJMOHANPUR	103	00	14	50
	95	00	12	85
	82	00	01	47
	81	00	01	32
	118	00	06	52
	119	00	06	28
	129	00	00	94
	128	00	04	13
	130	00	04	14
	131	00	07	24
	135	00	05	94

	69	00	02	49
	136	00	00	31
	68	00	15	55
	170	00	00	28
	172	00	01	82
	173	00	07	41
	67	00	00	93
	174	00	01	74
	203	00	02	03
	175	00	00	92
	176	00	04	34
	177	00	04	80
	178	00	00	10
	200	00	02	69
	193	00	00	84
	199	00	05	82
	194	00	02	07
	198	00	08	34
	196	00	05	62
	269	00	00	10
NARASINHAPRASAD	784	00	00	60
	785	00	05	05
	950	00	03	46
	985	00	06	69
	984	00	07	21
	951	00	08	91
	952	00	00	55
	955	00	04	03
	954	00	03	43
	953	00	03	02

	978	00	05	14
	977	00	01	90
	993	00	03	04
	994	00	03	51
	976	00	07	35
RAMACHANDI	584	00	04	26
	582	00	02	59
	583	00	09	73
	606	00	00	30
	607	00	07	29
	608	00	02	82
	609	00	04	76
	637	00	03	80
	636	00	04	66
	635	00	00	90
	632	00	00	78
	634	00	02	14
	633	00	09	47
	659	00	10	64
	674	00	04	76
	675	00	06	30
	669	00	00	10
	696	00	11	68
	710	00	00	10
	698	00	00	94
	707	00	02	90
	706	00	00	63
	705	00	00	69
	708	00	01	06
	733	00	08	57

	736	00	05	58
	741	00	00	99
	740	00	05	36
	739	00	01	31
	527	00	13	12
	526	00	01	70
	525	00	05	57
	500	00	00	63
	499	00	04	02
	175	00	05	01
	478	00	05	24
	479	00	00	30
	477	00	00	83
	480	00	05	14
	486	00	00	10
	485	00	09	48
	484	00	06	60
DURGAPRASAD	842	00	01	78
	843	00	05	70
	841	00	03	28
	844	00	00	10
	845	00	01	42
	835	00	06	51
	834	00	04	84
	846	00	02	04
	846/1065	00	02	05
	847	00	01	16
	832	00	01	42
	812	00	10	36
	813	00	01	41

	807	00	12	30
	808	00	01	85
	805	00	00	36
	804	00	04	56
	789	00	06	94
	803	00	00	10
	790	00	03	25
	791	00	04	04
	792	00	04	44
	727	00	00	28
	730	00	06	14
	731	00	00	10
	728	00	00	10
	729	00	00	74
	713	00	04	29
	714	00	00	10
	712	00	02	10
	710	00	02	78
	709	00	05	88
	706	00	00	64
	698	00	01	50
	699	00	00	76
	705	00	02	28
	704	00	03	44
	702	00	00	10
	703	00	03	33
	692	00	06	68
	690	00	00	22
	693	00	05	99
JAGANNATHPUR	942	00	04	75

943	00	02	97
941	00	03	22
948	00	00	61
949	00	03	21
933	00	02	52
953	00	07	51
954	00	00	47
955	00	04	60
956	00	09	69
957	00	04	45
958	00	04	96
960	00	01	50
961	00	08	34
1003	00	00	40
962	00	06	57
963	00	02	26
910	00	09	63
909	00	11	87
908	00	00	51
906	00	00	25
906/1138	00	00	10
907	00	03	65
900	00	04	11
899	00	01	23
898	00	05	06
892	00	02	49
885	00	05	22
884	00	03	18
886	00	13	67
877	00	01	13
872	00	03	51

871	00	02	89
873	00	00	10
861	00	07	40
862	00	00	35
860	00	06	81
859	00	03	47
446	00	02	59
447	00	02	73
450	00	00	95
451	00	05	74
466	00	01	26
463	00	09	20
462	00	00	64
464	00	02	95
461	00	03	25
460	00	08	01
459	00	00	10
477	00	02	43
478	00	03	19
822	00	01	39
483	00	04	53
484	00	01	05
482	00	00	10
485	00	09	54
818	00	00	36
486	00	01	25
493	00	05	56
492	00	01	11
491	00	01	56
496	00	01	73
497	00	01	94

	498	00	37	12
	812	00	00	10
	508	00	01	37
	509	00	01	74
	510	00	07	50
	511	00	00	88
	512	00	02	90
	513	00	06	16
	517	00	00	85
	518	00	05	79
	541	00	05	21
	540	00	07	15
	799	00	00	10
	523	00	00	10
	539	00	00	54
	537	00	00	10
	542	00	07	43
	545	00	00	12
	543	00	01	40
	544	00	01	41
	546	00	07	38
	550	00	01	41
	549	00	00	41
	548	00	04	29
	547	00	05	79
PANICHHATRA	676	00	00	10
	677	00	03	35
	678	00	04	38
	696	00	08	60
	695	00	01	84

694	00	06	42
691	00	06	63
717	00	05	31
716	00	00	30
718	00	05	04
721	00	03	57
722	00	01	81
720	00	02	99
763	00	05	02
764	00	00	10
764/1513	00	00	10
764/1517	00	00	10
764/1518	00	00	10
764/1519	00	00	23
762	00	02	23
767	00	02	40
761	00	01	38
801	00	04	93
802	00	07	17
803	00	04	41
804	00	04	56
808	00	01	00
824	00	06	55
825	00	06	22
879	00	02	90
880	00	06	81
881	00	00	34
882	00	08	29
901	00	02	33
883	00	00	10
899	00	00	98

	894	00	02	93
	897	00	02	54
	896	00	00	79
	907	00	03	55
	908	00	02	66
	917	00	01	19
	917/1487	00	02	48
	920	00	00	43
	919	00	02	04
	918	00	00	26
	932	00	03	42
	933	00	00	45
	950	00	00	10
	950/1435	00	00	10
	949	00	12	46
	943	00	00	11
	948	00	03	50
	947	00	08	78
	946	00	00	32
	982	00	02	09
	980	00	00	12
	981	00	13	63
	985	00	02	23
KANPUR	1580	00	03	19
	1581	00	01	10
	1579	00	04	76
	1578	00	08	43
	1583	00	01	35
	1585	00	06	64
	1577	00	08	05

	1588	00	01	45
	1589	00	06	76
	1598	00	02	18
	1594	00	02	74
	1597	00	02	96
	1596	00	04	13
	1595	00	00	10
GODIPADA	571	00	10	16
	570	00	04	09
	573	00	06	86
	568	00	04	11
	576	00	03	52
	577	00	01	58
	578	00	02	42
	579	00	00	17
	566	00	11	05
	565	00	01	87
	580	00	03	52
	581	00	01	48
	484	00	02	80
	483	00	00	20
	478	00	00	85
	476	00	03	30
	475	00	04	07
	474	00	02	75
	473	00	03	69
	472	00	01	79
	464	00	13	11
	465	00	00	43
	463	00	07	17

	448	00	00	49
	449	00	15	36
	454	00	05	47
	452	00	01	42
	414	00	07	14
	415	00	14	44
	408	00	12	88
	397	00	08	34
	379	00	07	94
	386	00	08	79
	387	00	13	99
	362	00	04	93
	361	00	12	91
	364	00	00	57
MOTA	392	00	00	17
	391	00	08	16
	390	00	01	05
	251	00	09	08
	250	00	16	41
	249	00	06	92
	248	00	04	80
	206	00	06	09
LAHANGA	127	00	03	92
	126	00	08	81
	114	00	02	28
	125	00	03	63
	124	00	03	76
	115	00	00	12
	123	00	05	09

119	00	02	04
121	00	02	03
120	00	02	09
117	00	00	32

[F. No. R-25011/17/2017-OR-I/48599/13715]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1818.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिलीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची				
तहसील-जटणी	जिला - खोर्द्धा	राज्य - ओडिशा		
गाँव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5

सेउलखाल	131	00	02	68
	130	00	04	20
	123	00	02	39
	124	00	02	53
	128	00	00	63
	127	00	00	36
	125	00	02	21
	126	00	02	89

	65	00	00	65
	64	00	02	46
	63	00	04	54
	67	00	00	10
	62	00	06	51
	61	00	03	84
	59	00	04	41
	60	00	00	42
	24	00	00	47
	58	00	00	71
	27	00	03	44
	26	00	00	12
	28	00	03	56
	29	00	05	45
	51	00	02	32
	50	00	00	10
	30	00	00	95
	48	00	04	10
	47	00	03	40
	46	00	01	18
	42	00	00	14
	43	00	03	01
	44	00	01	82
	38	00	02	78
	37	00	04	23
	36	00	00	81
आम्बअटा	352	00	07	77
	353	00	08	70
	356	00	00	54
	356/521	00	00	10
	357	00	04	20
	351	00	00	11
	362	00	05	85
	363	00	05	31
	364/484	00	02	97
	364	00	02	52
	333	00	01	24
	332	00	04	05
	330	00	02	86
	330/503	00	02	84

329	00	04	25
328	00	05	16
248/483	00	05	59
251	00	04	75
251/523	00	01	33
243	00	02	12
252	00	02	73
253	00	00	20
262	00	01	91
262/556	00	01	15
261	00	01	72
254	00	01	80
255	00	01	07
256	00	02	03
257	00	02	57
258	00	07	90
259	00	00	88
259/1617	00	00	10
259/529	00	00	22
259/570	00	00	70
259/571	00	00	71
259/593	00	00	22
212	00	02	09
214	00	01	72
214/576	00	00	11
213	00	06	47
191	00	00	82
192	00	00	10
194	00	04	14
194/545	00	02	08
194/598	00	00	43
172	00	07	38
175	00	03	47
175/496	00	00	70
175/549	00	00	10
175/561	00	00	10
162	00	00	94
161	00	02	48
161/546	00	02	25
157	00	01	19
157/520	00	00	56

	157/553	00	00	12
	158	00	00	14
	159	00	07	57
	159/548	00	00	64
	159/554	00	00	81
	153	00	00	65
	132	00	05	09
	136	00	00	18
	135	00	00	46
	134	00	00	53
	133	00	01	13
	125	00	03	09
	126	00	03	16
	11	00	05	39
	118	00	01	31
	12	00	02	36
	117	00	05	62
	116	00	00	91
	112	00	00	21
	111	00	00	10
	110	00	04	56
	110/557	00	01	07
	110/558	00	01	07
	110/559	00	01	07
	110/560	00	01	07
	109	00	06	64
	17	00	03	05
	17/524	00	00	47
	17/565	00	00	66
	31	00	02	90
	20	00	13	53
	21	00	00	50
पाण्डिआबील	190	00	01	26
	191	00	03	84
	192	00	00	67
	195	00	01	92
	193	00	03	92
	194	00	02	26
	253	00	03	36
	251	00	00	21

252	00	04	42
246	00	07	32
245	00	09	91
242	00	06	28
241	00	00	48
237	00	02	96
299	00	01	15
300	00	03	23
1453	00	00	59
236	00	03	41
301	00	00	59
235	00	02	74
302	00	01	09
347	00	05	51
346	00	05	63
347/1395	00	00	12
345	00	03	66
343	00	00	12
344	00	03	56
342	00	03	49
341	00	19	34
340	00	02	24
348	00	02	17
368	00	00	10
369	00	01	66
371	00	00	10
372	00	04	52
374	00	04	35
373	00	00	78
378	00	02	84
390	00	00	57
389	00	02	79
391	00	02	69
388	00	06	07
387	00	01	04
394	00	00	10
426	00	02	22
427	00	01	62
443	00	22	74
442	00	02	54
453	00	11	26

	452	00	02	62
	451	00	01	96
	441	00	01	50
	440	00	06	36
	493	00	00	81
	492	00	03	85
	454	00	02	54
	477	00	01	09
	478	00	04	11
	475	00	02	67
	479	00	02	38
	474	00	00	27
	483	00	03	47
	484	00	05	29
	485	00	03	56
	540	00	01	56
	512	00	00	75
	515	00	02	92
	514	00	01	44
	516	00	04	79
	524	00	01	74
	523	00	00	11
	525	00	02	24
	522	00	03	20
	521	00	04	87
	520	00	01	08
	518	00	00	20
	519	00	05	27
	641	00	01	23
	642	00	04	41
त्रीमल	1433	00	06	05
	1438	00	05	97
	1437	00	00	10
	1441	00	03	69
	1414/2845	00	03	54
	1442	00	06	87
	1459	00	03	23
	1460	00	00	44
	1263	00	05	14
	1264	00	05	25

1266	00	02	03
1258	00	06	29
1267	00	02	70
1268	00	02	99
1270	00	03	71
1289	00	03	20
1286	00	01	61
1287	00	03	26
1288	00	05	10
1208	00	05	10
1209	00	02	42
1204	00	00	28
1204/2918	00	00	23
1210	00	05	28
1203	00	03	51
1202	00	01	84
1201	00	03	12
1200	00	00	35
1199	00	12	28
1182	00	12	76
1177	00	01	65
1183	00	00	10
1181	00	01	73
1179	00	03	53
1178	00	01	66
1718	00	03	78
1719	00	04	96
1696	00	00	14
1723	00	04	66
1724	00	04	83
1725	00	20	81
1699	00	00	10
1698	00	01	12
1695	00	01	86
1694	00	21	54
1677	00	00	22
1692	00	08	64
1691	00	17	32
1687	00	00	40
1686	00	06	91
1685	00	03	96

	1924	00	01	86
	2020	00	07	67
	1930	00	01	43
	2007	00	03	81
	2008	00	15	40
	2010	00	06	21
	2011	00	07	14
	2005	00	02	02
	2012	00	00	12
बिजीपुर	412	00	04	16
	411	00	00	20
	413	00	09	75
	417	00	06	20
	414	00	01	45
	415	00	06	30
	425	00	01	63
	434	00	00	59
	432	00	11	45
	433	00	04	53
	431	00	01	57
	450	00	09	13
	451	00	00	18
	455	00	05	54
	454	00	00	33
	456	00	02	90
	457	00	19	96
	453	00	00	96

[फा.सं. आर-25011/17/2017-ओआर-I/48599/13715]

पवन कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1818.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE				
Tehsil : JATANI	District : KHORDHA	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.
1	2	3	4	5
SEULAKHAL	131	00	02	68
	130	00	04	20
	123	00	02	39
	124	00	02	53
	128	00	00	63
	127	00	00	36
	125	00	02	21
	126	00	02	89
	65	00	00	65
	64	00	02	46
	63	00	04	54
	67	00	00	10
	62	00	06	51
	61	00	03	84
	59	00	04	41
	60	00	00	42
	24	00	00	47
	58	00	00	71
	27	00	03	44
	26	00	00	12
	28	00	03	56
	29	00	05	45
	51	00	02	32
	50	00	00	10
	30	00	00	95
	48	00	04	10
	47	00	03	40
	46	00	01	18
	42	00	00	14
	43	00	03	01
	44	00	01	82
	38	00	02	78
	37	00	04	23

	36	00	00	81
AMBAATA	352	00	07	77
	353	00	08	70
	356	00	00	54
	356/521	00	00	10
	357	00	04	20
	351	00	00	11
	362	00	05	85
	363	00	05	31
	364/484	00	02	97
	364	00	02	52
	333	00	01	24
	332	00	04	05
	330	00	02	86
	330/503	00	02	84
	329	00	04	25
	328	00	05	16
	248/483	00	05	59
	251	00	04	75
	251/523	00	01	33
	243	00	02	12
	252	00	02	73
	253	00	00	20
	262	00	01	91
	262/556	00	01	15
	261	00	01	72
	254	00	01	80
	255	00	01	07
	256	00	02	03
	257	00	02	57
	258	00	07	90
	259	00	00	88
	259/1617	00	00	10
	259/529	00	00	22
	259/570	00	00	70
	259/571	00	00	71
	259/593	00	00	22
	212	00	02	09
	214	00	01	72
	214/576	00	00	11
	213	00	06	47

191	00	00	82
192	00	00	10
194	00	04	14
194/545	00	02	08
194/598	00	00	43
172	00	07	38
175	00	03	47
175/496	00	00	70
175/549	00	00	10
175/561	00	00	10
162	00	00	94
161	00	02	48
161/546	00	02	25
157	00	01	19
157/520	00	00	56
157/553	00	00	12
158	00	00	14
159	00	07	57
159/548	00	00	64
159/554	00	00	81
153	00	00	65
132	00	05	09
136	00	00	18
135	00	00	46
134	00	00	53
133	00	01	13
125	00	03	09
126	00	03	16
11	00	05	39
118	00	01	31
12	00	02	36
117	00	05	62
116	00	00	91
112	00	00	21
111	00	00	10
110	00	04	56
110/557	00	01	07
110/558	00	01	07
110/559	00	01	07
110/560	00	01	07
109	00	06	64
17	00	03	05

	17/524	00	00	47
	17/565	00	00	66
	31	00	02	90
	20	00	13	53
	21	00	00	50
PANDIABIL	190	00	01	26
	191	00	03	84
	192	00	00	67
	195	00	01	92
	193	00	03	92
	194	00	02	26
	253	00	03	36
	251	00	00	21
	252	00	04	42
	246	00	07	32
	245	00	09	91
	242	00	06	28
	241	00	00	48
	237	00	02	96
	299	00	01	15
	300	00	03	23
	1453	00	00	59
	236	00	03	41
	301	00	00	59
	235	00	02	74
	302	00	01	09
	347	00	05	51
	346	00	05	63
	347/1395	00	00	12
	345	00	03	66
	343	00	00	12
	344	00	03	56
	342	00	03	49
	341	00	19	34
	340	00	02	24
	348	00	02	17
	368	00	00	10
	369	00	01	66
	371	00	00	10
	372	00	04	52

374	00	04	35
373	00	00	78
378	00	02	84
390	00	00	57
389	00	02	79
391	00	02	69
388	00	06	07
387	00	01	04
394	00	00	10
426	00	02	22
427	00	01	62
443	00	22	74
442	00	02	54
453	00	11	26
452	00	02	62
451	00	01	96
441	00	01	50
440	00	06	36
493	00	00	81
492	00	03	85
454	00	02	54
477	00	01	09
478	00	04	11
475	00	02	67
479	00	02	38
474	00	00	27
483	00	03	47
484	00	05	29
485	00	03	56
540	00	01	56
512	00	00	75
515	00	02	92
514	00	01	44
516	00	04	79
524	00	01	74
523	00	00	11
525	00	02	24
522	00	03	20
521	00	04	87
520	00	01	08
518	00	00	20
519	00	05	27

	641	00	01	23
	642	00	04	41
TRIMAL	1433	00	06	05
	1438	00	05	97
	1437	00	00	10
	1441	00	03	69
	1414/2845	00	03	54
	1442	00	06	87
	1459	00	03	23
	1460	00	00	44
	1263	00	05	14
	1264	00	05	25
	1266	00	02	03
	1258	00	06	29
	1267	00	02	70
	1268	00	02	99
	1270	00	03	71
	1289	00	03	20
	1286	00	01	61
	1287	00	03	26
	1288	00	05	10
	1208	00	05	10
	1209	00	02	42
	1204	00	00	28
	1204/2918	00	00	23
	1210	00	05	28
	1203	00	03	51
	1202	00	01	84
	1201	00	03	12
	1200	00	00	35
	1199	00	12	28
	1182	00	12	76
	1177	00	01	65
	1183	00	00	10
	1181	00	01	73
	1179	00	03	53
	1178	00	01	66
	1718	00	03	78
	1719	00	04	96
	1696	00	00	14
	1723	00	04	66

	1724	00	04	83
	1725	00	20	81
	1699	00	00	10
	1698	00	01	12
	1695	00	01	86
	1694	00	21	54
	1677	00	00	22
	1692	00	08	64
	1691	00	17	32
	1687	00	00	40
	1686	00	06	91
	1685	00	03	96
	1924	00	01	86
	2020	00	07	67
	1930	00	01	43
	2007	00	03	81
	2008	00	15	40
	2010	00	06	21
	2011	00	07	14
	2005	00	02	02
	2012	00	00	12
BIJIPUR	412	00	04	16
	411	00	00	20
	413	00	09	75
	417	00	06	20
	414	00	01	45
	415	00	06	30
	425	00	01	63
	434	00	00	59
	432	00	11	45
	433	00	04	53
	431	00	01	57
	450	00	09	13
	451	00	00	18
	455	00	05	54
	454	00	00	33
	456	00	02	90
	457	00	19	96
	453	00	00	96

कोयला मंत्रालय

नई दिल्ली, 10 अगस्त, 2017

का.आ. 1819.—केन्द्रीय सरकार को जहां यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभाव्यता है;

और रेखांक संख्या एसईसीएल/जेओएच/विन्ध्या-।।।/एल एण्ड आर/सीबीए4(1)/17/515, तारीख 28 जून, 2017 जिसमें उक्त अनुसूची में वर्णित भूमि क्षेत्र के ब्यौरे अन्तर्विष्ट है, का निरीक्षण कलेक्टर, जिला उमरिया (मध्य प्रदेश) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड, गोंडवाना पैलेस, रांची-834031, झारखंड के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पूर्वोक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

उपरोक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन की अवधि के भीतर भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व), साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) से—

- (i) संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से हुई या होने वाली संभावित किसी क्षति के लिये अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन पूर्वक्षण अनुज्ञप्तियों के प्रभावहीन होने के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने पर प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिये पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा।

अनुसूची

विन्ध्या डिपलरिंग ब्लॉक—III, जोहिला क्षेत्र,

जिला—उमरिया (मध्य प्रदेश)

(एसईसीएल/जेओएच/विन्ध्या-।।।/एल एण्ड आर/सीबीए4(1)/17/515, तारीख 28 जून, 2017)

क्रम सं.	ग्राम का नाम	जनरल संख्या	पटवारी हल्का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	डगडौआ	290	15	नौरोजाबाद	उमरिया	22.533	भाग
2.	महुरा	577	14	नौरोजाबाद	उमरिया	15.796	भाग
कुल : 38.329 हेक्टर (लगभग) या 94.71 एकड़ (लगभग)							

सीमा वर्णन:**ब्लॉक— I :**

- क—ख रेखा बिन्दु 'क' से आरंभ होती है और ग्राम डगडौआ के मध्य भाग से गुजरती हुई बिन्दु 'ख' पर मिलती है।
- ख—ग रेखा बिन्दु 'ख' से आरंभ होती है और ग्राम डगडौआ के मध्य भाग से दक्षिण को गुजरती हुई बिन्दु 'ग' पर मिलती है।
- ग—घ रेखा बिन्दु 'ग' से आरंभ होती है और ग्राम डगडौआ के मध्य भाग से पूर्व को होती हुई बिन्दु 'घ' पर मिलती है।

घ—ङ—क रेखा बिन्दु 'घ' से आरंभ होती है और ग्राम डगडौआ के मध्य भाग से दक्षिण और पश्चिम को, बिन्दु 'ङ' से होती हुई आरंभिक बिन्दु 'क' पर मिलती है।

ब्लाक—II:

च—छ रेखा बिन्दु 'च' से आरंभ होती है और ग्राम महुरा के मध्य भाग से पूर्व को होती हुई बिन्दु 'छ' पर मिलती है।

छ—ज रेखा बिन्दु 'छ' से आरंभ होती है और ग्राम महुरा के मध्य भाग से दक्षिण को होती हुई बिन्दु 'ज' पर मिलती है।

ज—झ—च रेखा बिन्दु 'ज' से आरंभ होती है और ग्राम महुरा के मध्य भाग से पश्चिम और उत्तर को, बिन्दु 'झ' से होती हुई आरंभिक बिन्दु 'च' पर मिलती है।

ब्लाक—III :

ट—ठ रेखा बिन्दु 'ट' से आरंभ होती है और ग्राम महुरा के मध्य भाग से दक्षिण को होती हुई बिन्दु 'ठ' पर मिलती है।

ठ—ड रेखा बिन्दु 'ठ' से आरंभ होती है और ग्राम महुरा के मध्य भाग से पश्चिम को होती हुई बिन्दु 'ड' पर मिलती है।

ड—ढ—ट रेखा बिन्दु 'ड' से आरंभ होती है और ग्राम महुरा के मध्य भाग से उत्तर और पूर्व को, बिन्दु 'ढ' से होती हुई आरंभिक बिन्दु 'ट' पर मिलती है।

ब्लाक—IV:

त—थ रेखा बिन्दु 'त' से आरंभ होती है और ग्राम महुरा के मध्य भाग से पश्चिम को होती हुई बिन्दु 'थ' पर मिलती है।

थ—द रेखा बिन्दु 'थ' से आरंभ होती है और ग्राम महुरा के मध्य भाग से उत्तर को होती हुई बिन्दु 'द' पर मिलती है।

द—ध—त रेखा बिन्दु 'द' से आरंभ होती है और ग्राम महुरा के मध्य भाग से पूर्व को, बिन्दु 'ध' से होती हुई आरंभिक बिन्दु 'त' पर मिलती है।

[फा. सं. 43015/33/2017—एलए एण्ड आईआर]

आर. एस. सरोज, अवर सचिव

MINISTRY OF COAL

New Delhi, the 10th August, 2017

S.O. 1819.—Whereas, it appears to the Central Government that coal is likely to be obtained from the lands in the locality described in the Schedule annexed hereto;

And whereas, the plan bearing number SECL/JOH/VINDHYA-III/L&R/CBA4(1)/17/ 515, dated the 28th June, 2017 containing details of the area of land described in the said Schedule may be inspected at the office of the Collector, District Umaria (Madhya Pradesh) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute Limited, Gondwana Palace, Ranchi-834031, Jharkhand or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur - 495006 (Chhattisgarh);

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule;

Any person interested in the land described in the said Schedule may-

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over such land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub section (3) of section 4 of the said Act; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act, in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the said land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within a period of ninety days from the date of publication of this notification.

SCHEDULE

Vindhya Depillaring Block-III, Johilla Area,

District-Umaria, Madhya Pradesh

(Plan bearing number SECL/ JOH/VINDHYA-III/L&R/CBA 4(1)/17/ 515, dated the 28th June, 2017)

Sl. No.	Name of village	General number	Patwari halka number	Tahsil	District	Area in hectares	Remarks
1.	Dagdaua	290	15	Nowrozabad	Umaria	22.533	Part
2.	Mahura	577	14	Nowrozabad	Umaria	15.796	Part
Total: 38.329 hectares (approximately) or 94.71 acres (approximately)							

Boundary description:

Block-I :

- A-B Line starts from point 'A' and passes through middle part of village Dagdaua and meets at point 'B'.
- B-C Line starts from point 'B' and passes towards south through middle part of village Dagdaua and meets at point 'C'.
- C-D Line starts from point 'C' and passes towards east through middle part of village Dagdaua and meets at point 'D'.
- D-E-A Line starts from point 'D' and passes towards south and west through middle part of village Dagdaua, point 'E' and meets at starting point 'A'.

Block-II :

- K-L Line starts from point 'K' and passes towards east through middle part of village Mahura and meets at point 'L'.
- L-M Line starts from point 'L' and passes towards south through middle part of village Mahura and meets at point 'M'.
- M-N-K Line starts from point 'M' and passes towards west and north through middle part of village Mahura, point 'N' and meets at starting point 'K'.

Block- III :

- P-Q Line starts from point 'P' and passes towards south through eastern part of village Mahura and meets at point 'Q'.
- Q-R Line starts from point 'Q' and passes towards west through southern part of village Mahura and meets at point 'R'.
- R-S-P Line starts from point 'R' and passes towards north and east through southern part of village Mahura, point 'S' and meets at starting point 'P'.

Block- IV:

- U-V Line starts from point 'U' and passes towards west through western part of village Mahura and meets at point 'V'.
- V-W Line starts from point 'V' and passes towards north through western part of village Mahura and meets at point 'W'.
- W-X-U Line starts from point 'W' and passes towards east through southern part of village Mahura, point 'X' and meets at starting point 'U'.

[F. No. 43015/33/2017-LA & IR]

R. S. SAROJ, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 27 जुलाई, 2017

का.आ. 1820.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, जिला पटियाला एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. II, चंडीगढ़ के पंचाट (केस सं. 288/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-40011/47/2013-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th July, 2017

S.O. 1820.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. 288/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Bharat Sanchar Nigam Limited, District Patiala and their workman, which were received by the Central Government on 26.07.2017.

[No. L-40011/47/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****Present:** Sri Kewal Krishan, Presiding Officer**Case No. I.D. No. 288/2013**

Registered on 18.09.2013

Sh. Kiranjit singh C/o Sh. Dharam Pal Angrish, President,
Punjab Trade Union Federation, 139-A Model Town,
Samrala Road, Khana-141401

...Petitioner

Versus

The General Manager, Bharat Sanchar Nigam Limited,
Distt. Patiala

...Respondent

APPEARANCES :

For the workman : Sh. Dharam Pal Angrish AR of workman

For the Management : Sh. G.C. Babbar, Adv.

AWARD

Passed on : 7.4.2017

Vide Order No.L-40011/47/2013-IR(DU), dated 04.09.2013/06.09.2013 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of management of Bharat Sanchar Nigam Ltd. Patiala in terminating the services of Sh. Kiranjit singh s/o Sh. Jagar singh w.e.f. 16.10.2012 who was engaged by General Manager, BSNL, Patiala through contractor M/s Ramesh Kumar Mittal is just, valid and legal? To what relief the workman is entitled for and what directions are necessary in the matter?”

Notice was given to the workman as well as to the management who appeared through his representative who did not file any statement of claim.

Today the case was fixed for evidence of the workman but his representative made statement withdrawing the reference with a further prayer that it be dismissed.

In view of the statement of the representative of the workman the reference is dismissed as withdrawn holding that the action of the management in terminating the services of the workman are not illegal and invalid and the reference is answered accordingly.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जुलाई, 2017

का.आ. 1821.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सेंटरी सिक्योरिटी सॉल्यूशंस, गोल्फ एक्सटेंशन, गुडगांव, हरियाणा एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. II, चंडीगढ़ के पंचाट (केस सं. 14/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-40012/06/2016-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 27th July, 2017

S.O. 1821.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. 14/2016) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in Annexure, in the industrial dispute between the employers in relation to the M/s. Sentry Security Solutions, Golf Extension, Gurgaon, Haryana and their workman, which were received by the Central Government on 26.07.2017.

[No. L-40012/06/2016-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. 14/2016

Registered on 18.05.2016

Sh. Surinder Kumar S/o Sh. Ram Lal, Tarsem Nagar,
Baba Balak Nath, Mandir Ke Picche Wali Gali No.2,
House No.41, Mill Gate, Hissar-125001

...Applicant

Versus

M/s. Sentry Security Solutions, Office No.4,
Vatika City, Golf Extension, Sec-49,
Gurgaon (Haryana)-122001

...Respondent

APPEARANCES

For the workman - Ex parte

For the Management - Ex parte

AWARD

Passed on : 22.06.2017

Vide Order No.L-40012/06/2016-IR(DU), dated 11.04.2016, the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of Sentry Security Solutions in terminating the services of the workman Sh. Surinder Kumar S/o Sh. Ram Lal w.e.f. 01.08.2015 is legal and justified? If not, what relief the workman is entitled to and from which date?”

On receipt of the reference, notice was given to the workman as well as to the management.

Thus, workman and management were proceeded against ex parte.

Since the workman is proceeded ex parte, statement of claim was not filed by him.

In these circumstances, it cannot be said that the action of the respondent-management in terminating the services of the workman are illegal and unjustified, and being so the reference is answered accordingly against the workman.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जुलाई, 2017

का.आ. 1822.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, मुख्य कार्यालय, हिसार एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. II, चंडीगढ़ के पंचाट (केस सं. 46/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-40012/48/2014-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 27th July, 2017

S.O. 1822.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. 46/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Bharat Sanchar Nigam Limited, Main Office, Hissar and their workman, which were received by the Central Government on 26.07.2017.

[No. L-40012/48/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 46/2014

Registered on 01.01.2015

Sh. Sandeep Kumar, S/o Sh. Rajender Prasad,
R/o Vill-Ladwa, Hissar-125001

...Petitioner

Versus

The General Manager, Bharat Sanchar Nigam Limited,
Red Square Market Railway road, Main Office,
Hissar-125001

...Respondent

APPEARANCES :

For the workman : Sh. Jang Bahadur AR of workman

For the Management : Sh. D.R. Sharma, Adv.

AWARD

Passed on : 08.06.2017

Vide Order No.L-40012/48/2014-IR(DU), dated 18.11.2014 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of management of Bharat Sanchar Nigam Limited, Hissar in terminating the services of Shri Sandeep Kumar S/o Shri Rajender Prasad w.e.f 10.11.2013 is valid, just and legal? If not to what relief the concerned workman is entitled to and from which date?”

Notice was given to the workman as well as to the management who appeared through their authorised representatives.

The workman did not file statement of claim. Rather his authorised representative made statement on 10.01.2017 to withdraw the present reference.

In view of his statement the reference is dismissed as withdrawn, holding that the action of the management in terminating the services of Sh. Sandeep Kumar is valid and legal and the reference is answered accordingly.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 27 जुलाई, 2017

का.आ. 1823.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, मुख्य कार्यालय, हिसार एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. II, चंडीगढ़ के पंचाट (केस सं. 40/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-40012/41/2014-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 27th July, 2017

S.O. 1823.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. 40/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Bharat Sanchar Nigam Limited, Main Office, Hissar and their workman, which were received by the Central Government on 26.07.2017.

[No. L-40012/41/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No. I.D. No. 40/2014

Registered on 01.01.2015

Sh. Sarwan Kumar, S/o Sh. Mool Chand,
R/o Vill-Kaimari, Hissar-125001

...Petitioner

Versus

The General Manager, Bharat Sanchar Nigam Limited,
Red Square Market Railway Road, Main Office,
Hissar-125001

...Respondent

APPEARANCES :

For the workman : Sh. Jang Bahadur AR of workman

For the Management : Sh. D.R. Sharma, Adv.

AWARD

Passed on : 08.06.2017

Vide Order No.L-40012/41/2014-IR(DU), dated 18.11.2014 the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of management of Bharat Sanchar Nigam Limited, Hissar in terminating the services of Shri Sarwan Kumar s/o Shri Mool Chand w.e.f 10.11.2013 is valid, just and legal? If not to what relief the concerned workman is entitled to and from which date?”

Notice was given to the workman as well as to the management who appeared through their authorised representatives.

The workman did not file statement of claim. Rather his authorised representative made statement on 10.01.2017 to withdraw the present reference.

In view of his statement the reference is dismissed as withdrawn holding that the action of the management in terminating the services of Sh. Sarwan Kumar is valid and legal and the reference is answered accordingly.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1824.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 56/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/01/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1824.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 56/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/01/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 13th July, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 56/2017

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :

Smt. M. Muniyammal : 1st Party/Petitioner

AND

The Director : 2nd Party/Respondent
Indian Institute of Technology
Chennai-600036

Appearance :

For the 1st Party/Petitioner : M/s. S. Krishnasamy, Advocate

For the 2nd Party/Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/01/2017-IR(DU) dated 06.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Smt. Muniyammal in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 56/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 28 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1825.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 57/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/02/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1825.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 57/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/02/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Thursday, the 13th July, 2017**Present : K.P. PRASANNA KUMARI**, Presiding Officer**Industrial Dispute No. 57/2017**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :Sri C. Chander : 1st Party/Petitioner**AND**

The Director : 2nd Party/Respondent
Indian Institute of Technology
Chennai-600036

Appearance :For the 1st Party/Petitioner : M/s. S. Krishnasamy, AdvocateFor the 2nd Party/Respondent : None**AWARD**

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/02/2017-IR (DU) dated 02.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri C. Chander, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 57/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 24 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:For the 1st Party/Petitioner : NoneFor the 2nd Party/Management : None**Documents Marked :****On the petitioner's side**

Ex.No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कमकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 58/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/03/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1826.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 58/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/03/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Thursday, the 13th July, 2017**Present : K.P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 58/2017**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :Sri P. Charles : 1st Party/Petitioner**AND**The Director : 2nd Party/Respondent
Indian Institute of Technology
Chennai-600036**Appearance :**For the 1st Party/Petitioner : M/s. S. Krishnasamy, AdvocateFor the 2nd Party/Respondent : None**AWARD**

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/03/2017-IR (DU) dated 02.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri P. Charles, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 58/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 30 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 59/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/05/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 59/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/05/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 13th July, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 59/2017

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :

Smt. R. Pappathi : 1st Party/Petitioner

AND

The Director : 2nd Party/Respondent
Indian Institute of Technology
Chennai-600036

Appearance :

For the 1st Party/Petitioner : M/s. S. Krishnasamy, Advocate

For the 2nd Party/Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/05/2017-IR (DU) dated 02.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Smt. R. Pappathi, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 59/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 27 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1828.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 60/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/06/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 60/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/06/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 13th July, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 60/2017

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :

Smt. R. Rani : 1st Party/Petitioner

AND

The Director : 2nd Party/Respondent
Indian Institute of Technology
Chennai-600036

Appearance :

For the 1st Party/Petitioner : M/s. S. Krishnasamy, Advocate

For the 2nd Party/Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/06/2017-IR (DU) dated 02.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Smt. R. Rani, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 60/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 26 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None
 For the 2nd Party/Management : None

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1829.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 61/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/07/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 61/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/07/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 13th July, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 61/2017

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :

Sri M. Ponnusamy : 1st Party/Petitioner

AND

The Director : 2nd Party/Respondent
 Indian Institute of Technology
 Chennai-600036

Appearance :

For the 1st Party/Petitioner : M/s. S. Krishnasamy, Advocate

For the 2nd Party/Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/07/2017-IR (DU) dated 02.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri M. Ponnusamy, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 61/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 31 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1830.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 62/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/08/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1830.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 62/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/08/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Thursday, the 13th July, 2017**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 62/2017**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :Smt. D. Padmavathi : 1st Party/Petitioner**AND**

The Director : 2nd Party/Respondent
Indian Institute of Technology
Chennai-600036

Appearance :For the 1st Party/Petitioner : M/s. S. Krishnasamy, AdvocateFor the 2nd Party/Respondent : None**AWARD**

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/08/2017-IR (DU) dated 06.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Smt. D. Padmavathi, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 62/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 32 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:For the 1st Party/Petitioner : NoneFor the 2nd Party/Management : None**Documents Marked :****On the petitioner's side**

Ex.No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1831.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 63/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/09/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1831.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 63/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/09/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 13th July, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 63/2017

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :

Smt. C. Kolangi : 1st Party/Petitioner

AND

The Director : 2nd Party/Respondent
Indian Institute of Technology
Chennai-600036

Appearance :

For the 1st Party/Petitioner : M/s. S. Krishnasamy, Advocate

For the 2nd Party/Respondent : None

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/09/2017-IR (DU) dated 06.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Smt. C. Kolangi, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 63/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 25 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1832.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 64/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/10/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1832.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 64/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the Director, Indian Institute of Technology, Chennai and their workman, which was received by the Central Government on 21.07.2017.

[No. L-42012/10/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 13th July, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 64/2017

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Institute of Technology and their workman)

BETWEEN :Sri E. Suresh : 1st Party/Petitioner**AND**

The Director : 2nd Party/Respondent
 Indian Institute of Technology
 Chennai-600036

Appearance :For the 1st Party/Petitioner : M/s. S. Krishnasamy, AdvocateFor the 2nd Party/Respondent : None**AWARD**

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/10/2017-IR (DU) dated 06.06.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri E. Suresh, in seeking reinstatement with backwages with IIT (Madras), Chennai is legal and justified? If not, what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID No. 64/2017 and issued notices to both sides. On receipt of notice the petitioner has appeared through the counsel and the Respondent in person.

3. The counsel for the petitioner has filed memo stating that the petitioner has already filed ID 29 of 2017 under Section-2A of the ID Act claiming reinstatement and regularization and the same is pending before this Court and she is not interested in proceeding with this reference.

On the basis of the memo filed on behalf of the petitioner the ID is closed.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:For the 1st Party/Petitioner : NoneFor the 2nd Party/Management : None**Documents Marked :****On the petitioner's side**

Ex.No.	Date	Description
		Nil

On the Management's side

Ex.No.	Date	Description
		Nil

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1833.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, पूर्वी टेलीफोन सर्किल, बीएसएनएल, हजरतगंज, लखनऊ व अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 11/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05.05.2017 को प्राप्त हुआ था।

[सं. एल-40012/170/2004-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1833.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 11/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, Eastern Telephone Circle, BSNL, Hazratganj, Lucknow & Others and their workman, which was received by the Central Government on 05.05.2017.

[No. L-40012/170/2004-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT : RAKESH KUMAR**, Presiding Officer**I.D. No. 11/2005**

Ref. No. L-40012/170/2004-IR(DU) dated 08.04.2005

BETWEEN :

Sri Dharmender Kumar S/o Sri Rajendra Prasad
C/o Dhruv Narayan, Barral No.16,
Gomati Bandh, Hanuman Setu
Lucknow-1

AND

1. The Chief General Manager
Eastern Telephone Circle, BSNL,
Hazratganj, Lucknow
2. The General Manager, Telecom Deptt.
O/O General Manager
Gandhi Bhawan
Lucknow-226001

AWARD

1. By order No. L-40012/170/2004-IR(DU) dated 08.04.2005 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Dharmender Kumar S/o Sri Rajendra Prasad Srivastava, Lucknow and the Chief General Manager/General Manager, BSNL, Lucknow for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF GENERAL MANAGER TASKFORCE/BUSINESS DEVELOPMENT, UP(EAST) CIRCLE TELECOM, BSNL, TELEPHONE EXCHANGE GOMTINAGAR, LUCKNOW IN NOT REGULARISING THE SERVICES OF SRI DHARMENDRA KUMAR S/O SRI RAJENDRA KUMAR SRIVASTVA, CASUAL LABOUR DESPITE HAVING WORKED FROM 1.3.98 TO 31.3.2001 I.E. MORE THAN 240 DAYS AND TERMINATING HIM IS JUST AND LEGAL? IF NOT, TO WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. As per claim statement A1-3 the workman has stated in brief that he was appointed as Despatcher on 1.3.98 under the subordination of opposite party and has worked on the said post continuously till 31.3.2001 and he had worked for more than 240 days in each calander year. The workman has further asserted that his services were terminated by an oral order on 31.3.2001, he went to the office on the next day to perform his duties but he was not allowed to work there, thereafter he has requested to his superior authorities to permit him to perform official duties but they did not heed to his request.

4. The workman has asserted that he has been paid on the basis of daily wages and more over while terminating his services he was paid for 21 days the sum of Rs.2646/ @ 126/ per day, earlier his employer was designated as General Manager, Task Force, UP (East Circle) Telecom Department, Gomti Nagar, Lucknow which was later designated as

General Manager (Business Development) UP East Circle, Gomti Nagar but this change did not effect his duties and had he been regularized, he would have continued working under the subordination of General Manager (Business Dev._ UP East Circle) Gomti Nagar, Lucknow. Five day week has been reported in the opposite parties office. It has been alleged that no prior notice for his dismissal/retranchment was given, neither salary in lieu of notice was paid nor any retranchment compensation was paid. Moreover no reason was assigned for his dismissal. The workman has submitted that he had moved application for his reinstatement and regularization etc. before CAT, Lucknow through O.A. No. 305/01 which was later on withdrawn so as to move before competent authority. Thereafter he approached the ALC (C), Lucknow under section 2A of the I.D. Act. but the matter could not be resolved, thereafter it was referred to this Tribunal. The workman has elaborated his day to day working performed by him in his employment such as making entry in the dispatch register, and other collateral duties. The opposite party has submitted a chart pertaining to his employment before the CAT, Lucknow which has revealed that since March 1998 to Nov.1998 he had worked for 150 days. Further movement register, incoming and out coming file register other documents pertaining to his duties have also been mentioned in the claim statement. The workman has further referred certain document which were dealt by him during his employment in the period w.e.f. Oct.1999 to Nov.2000, Dec.1998 to April 1999, May 2002 to August 2000 etc.,. Several other documents pertaining to the year 1999, 2000, 2001 have also been referred by the workman. When the workman came to know that his name was not entered in the A.C.G. Receipt Book. he submitted an objection to it but he was informed that he has been regularly paid for the work done by him, therefore he should not worry.

5. The workman has further alleged that certain entries were forged in official documents and payment was made in the name of some other persons. The workman has asserted that if relevant documents such as dispatch register and other registers are summoned from the office of the opposite party, his version would get corroborated.

6. The workman has alleged that Chief General Manager's letter dated 19.7.99, and 16.3.2000 etc. have not been complied with, otherwise he should have been provided "Temporary Status" but he was unduly deprived of his regularization and subsequent service benefits. The workman has alleged that his total employment-days have exceeded more than 240 days even then directions of the Hon'ble Supreme Court and Hon'ble High Court have not been complied with, Section 25F of the I.D. Act is attracted in this case and unfair labour practice was adopted by the opposite party. He has further alleged that 86 other casual laborers were granted temporary status but this benefit was not given to the petitioner workman. With the aforesaid pleadings the workman has requested for his reinstatement with all consequential benefits and grant of temporary status etc.

7. The management filed Written Statement M-12 dated 19.9.2005, wherein allegation leveled by the workman have been denied. The opposite party has submitted that in case of exigencies the petitioner might have been employed as casual labour for short duration only. No appointment letter was ever issued by the competent authority and the documents referred in para 10 of the claim statement have also been rebutted. Several alleged orders relate to very old period and it is very difficult task to search the concerned original papers. Opposite party has further asserted that the workman was made payment for the work done by him and his signature were obtained on the relevant documents, and "Receipt Stamp" was also affixed for that purpose. It has been emphasized in the written statement that the petitioner was not qualified for grant of temporary status. The aforesaid pleadings the management has requested to dismiss the claim statement.

8. Several documents have been filed by the management as per list M-13/4.

9. While denying the facts mentioned in the written statement, the workman has filed rejoinder W-22, reiterating the pleas taken in the claim statement. The workman has moved an application W-23 seeking direction from the Court for summoning the documents from management's office as mentioned therein. The opposite party has moved an affidavit M-28 along with certain certified photo copies.

10. The workman has filed his affidavit W-44 as evidence. He was thoroughly cross-examined on behalf of the management.

11. The management has filed an affidavit M-50 of Accounts Officer Sri Sabu Ram Prajapati, he was thoroughly cross examined on behalf of the workman.

12. Arguments of both the parties have been heard at length and the record has been scanned.

13. Learned AR of the workman has relied on the following pronouncement;

2005(104) FLR, M.Kasturi V/s Sr. Dy. Director General, BSNL, Page 462 Hon'ble Andhra Pradesh High Court.

14. Heard learned authorized representative of the workman at length and perused the record available on file.

15. The learned authorized representative of the workman submits that the petitioner had been engaged by the opposite party management w.e.f. 01.03.98 on the post of dispatcher and worked as such till 31.03.2001, continuously, when his services had been terminated orally without assigning any reason or any notice pay in lieu thereof or any retrenchment compensation; whereby the action of the management was in utter violation of the provisions contained in Section 25 F of the I. D. Act, 1947. It had also been asserted by the workman that he had worked for more than 240 days in each calendar year and was paid Rs. 2646/- for 21 days' working @ Rs. 126/- per day at the time of his alleged date of termination. The workman also contended that in compliance of CGM, UP (East), Telecom Circle, Lucknow's letter dated 19.07.1999, the opposite party was required to forward names of all the casual workers, working with them, but the opposite party failed to forward the name of the workman who was working since 01.03.1998, which resulted into non-grant of temporary status to the workman; and the same amounts to unfair labour practice.

16. In rebuttal the opposite party did not turn up to argue its case before this Tribunal in spite of ample opportunities has been extended to it. From perusal of the order sheet, it reveals that the opportunity of the management to get its witness cross-examined had been closed vide order dated 09.08.2011; but the same had been recalled vide order dated 01.05.2012. Thereafter, the case kept lingering at one pretext or other for non-appearance of management witness for cross-examination before this Tribunal, which led to another order dated 17.12.2012; whereby the opportunity of the management to get its witness cross-examined was closed by my learned predecessor, and 04.02.2013 was fixed for argument, in the presence of authorized representative of the opposite party.

The authorized representative of the management did not turn up on 04.02.2013; nor moved any application to recall the order dated 17.12.2012 nor moved any application seeking adjournment on 04.02.2013. Thereafter, the authorized representative of the management did not put up his appearance on dozens of dates fixed in the case; however, suddenly he made his appearance on 09.10.2015. The authorized representative of the management again showed his reluctance towards proceedings and remained absent on various dates and finally, the case was heard, in the absence of A/R of the management on and was reserved for award.

17. I have scanned entire evidence available in the file, documentary as well as oral, in light of the rival pleadings of the case.

18. At the very outset of the case, it is noteworthy to mention here that the contents of the written statement dated 19.09.2005, paper No. A-12/1 to A-12/6, filed by the opposite party, under signatures of the Divisional Engineer (AHQ), is neither verified by the Divisional Engineer (AHQ) nor the same is being supported with an affidavit; whereby making it legally not tenable and cannot be read as pleading in rebuttal to the statement of claim of the workman. Further, the management filed M-50, affidavit of Sri Saabu Ram Prajapati, Accounts Officer, in support of its pleadings; but failed to produce him for cross-examination by the workman, hence the same cannot be read in support of the so called pleading of the management. Accordingly, the case stands without any pleading on behalf of the management in rebuttal to the pleadings/statement of claim by the workman. Resultantly, the pleadings of the workman are unrebutted in the present case. Hon'ble High Court, Allahabad in *Gyanendra Pal Singh & others Vs. Cane Commissioner & others 2009 (123) FLR 201* has observed as under:

“6. Since no counter affidavit has been filed till date, the ground taken in the writ petition are taken to be correct in view of the decisions rendered in Choksi Tube Company Limited v. Union of India, Naseem Bano v. State of U.P. and others.”

In the instant case the workman has filed affidavit in support of his claim and had duly been cross-examined by the authorized representative of the opposite party. Hon'ble Apex Court in *State of U.P. Vs. Sheo Shanker Lal Srivastava & others (2006) 3 SCC 276* has held that “the statement of the witness, having not been controverted would be deemed to be admitted.”

19. Accordingly, in light of the law laid down by the Hon'ble High Court and Hon'ble Apex Court, there is no ground to disbelieve the pleading made by the workman in his statement of claim. The workman has come up with a case that he had been engaged by the opposite party management w.e.f. 01.03.98 as casual labour on the post of dispatcher and worked as such till 31.03.2001, continuously; and his services had been terminated orally without assigning any reason or any notice or any notice pay in lieu thereof or any retrenchment compensation, in violation of the provisions of Section 25 F of the Industrial Disputes Act, 1947.

It is also the case of the workman that since he had completed 240 days in each calendar year and was in employment of the opposite party when a scheme for grant of temporary status was introduced in the opposite party management, therefore he is also entitled for grant of temporary status. In this regard he has placed reliance over *M. Kasturi Vs. Senior Deputy Director General, BSNL, N. Delhi & others 2005 (104) FLR 462* wherein it has been observed that as per clauses 4 and 5 of the Casual Labourers (Grant of Temporary Status and Regulation) Scheme,

1989, in respect of casual labourers of Department of Telecom, grant of regular status in Class-IV/temporary status, had to be conferred on casual labourers who were in employment as on the date of the commencement of the 1989 Scheme and who had completed 240 days of work by the relevant date as required by the Scheme, which was last extended vide order dated 14.08.1998, providing for temporary status to casual labourers working as on 01.08.1998. In the instant case, the workman has come with a specific case that he had been engaged since 01.03.998 and had been paid for 21 days in each month; hence total working preceding the cut of date of the Scheme i.e. 01.08.1998 comes to 105 days only.

20. Hon'ble Allahabad High Court in *State of U.P. Vs.. Mahendra Pal Singh & another* 2012 (2) ALJ 325 while scrutinizing the validity of the award of the Labour Court found that the findings of the Labour Court were not perverse; wherein the Labour Court drawn out a finding that the workman had continuously worked for more than 240 days in calendar months prior to termination of his services; and the termination of services was without any notice and without payment of retrenchment compensation; and accordingly, Hon'ble High Court held that the relief of reinstatement with 60% of back wages, awarded by the Labour Court was justified. Hon'ble High Court in para 47-50 of its judgment, has referred decision of Hon'ble Apex Court in *Krishan Singh Vs.. Executive Engineer, Haryana State Agricultural Marketing Board, Rohtak (Haryana)* (2010) 3 SCC 637: (AIR 2010 SC (Supp) 787 as under:

"47. the appellant worked as a daily wager under the respondent from 1.6.1988. His services were terminated in December, 1993. He served a notice of demand dated 30.12.1997 on the respondent contended that his services were terminated orally without complying with the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) and that he may be reinstated in service with full back wages from the date of illegal termination and he may be regularized according to the Government policy. The respondent did not respond to the demand made by the appellant and by an order dated 23.7.1999, the State Government referred the dispute under Section 10 of the Act to the Labour Court. Thereupon the Labour Court passed the award dated 18.7.2006 holding that the appellant had admittedly completed 267 days from 1.6.1988 to 30th April, 1989 and his services were terminated without any notice or notice pay and without payment of retrenchment compensation and the termination was, therefore, in violation of Section 25-F of the Act and the appellant was entitled to be reinstated in his previous post with continuity of service and 50% back wages from the date of demand notice i.e. 30.12.1997.

*48. The respondent challenged the award of the Labour Court before the High Court of Punjab and Haryana, in writ petition and by order dated 9.12.2008, High Court allowed the said writ petition and set aside the award dated 18.7.2006 of the Labour Court and directed the respondent instead to pay compensation of Rs. 50,000/- to the appellant. Aggrieved by order dated 9.12.2008 of the High Court, the appellant filed appeal before the Apex Court. By placing reliance upon earlier decision rendered by the Apex Court in the case of *Harjinder Singh (supra)*, I allowed the appeal and set aside the impugned order dated 9.12.2008 passed by the High Court and directed that the appellant will be reinstated as a daily wager with 50% back wages forthwith.*

49. While dealing with the question of discretionary powers of the Labour Court, in para 17 of the decision, Hon'ble Apex Court has observed as under:

"17. Wide discretion is, therefore, vested in the Labour Court while adjudicating an industrial dispute relating to the discharge or dismissal of a workman and if the Labour Court has exercised its jurisdiction in the facts and circumstances of the case to direct reinstatement of a workman with 50% back wages taking into consideration the pleadings of the parties and the evidence on record, the High Court in exercise of its power under Articles 226 and 227 of the Constitution of India will not interfere with the same, except on well settled principles laid down by this Court for a writ of certiorari against an order passed by a court or a tribunal."

*50. In the said case while drawing distinction between the cases of this nature and *State of Karnataka Vs.. Umadevi* (2006) 4 SCC 1 : (AIR 2006 SC 1806 SC 1806) in para 22 of the said decision Hon'ble Apex Court held as under:*

*22. The decision of this Court in *State of Karnataka v. Umadevi* (3) cited by the counsel for the respondent relates to regularization in public employment and has no relevance to an award for reinstatement of a discharged workman passed by the Labour Court under Section 11-A of the Act without any direction for regularization of his services."*

Moreover, Hon'ble Apex Court in *Bhuvanesh Kumar Dwivedi Vs. M/s. Hindalco Industries Ltd.* 2014(142) FLR 20; wherein it awarded reinstatement with full back wages to the appellant while dealing with the case of alleged

contravention of Section 6-N of the U.P. I.D. Act which is in similar to Section 25 F of the I.D. Act has observed as under:

“28. Section 6-N of the U.P. I.D. Act which is in pari materia to s. 25 of the I.D. Act reads thus:

“6-N. Condition precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until, -

(a)

(b)

(c)

Evidently, the above said mandatory procedure has not been followed in the present case. Further, it has been held by this Court in the case of Anoop Sharma Vs.. Executive Engineer, Public Health Division No. 1, Panipat, as under:

13.....no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in |Clauses (a) and (b) of the section 25-F of the Act are satisfied. In terms of Clause (a), the employer is required to give to the workman one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of the notice. Clause b) casts a duty upon the employer to pay the workman at the time of retrenchment, compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. This Court has repeatedly held that section 25-F(a) and (b) of the Act is mandatory and non-compliance thereof renders the retrenchment of an employee nullity..... This Court has used different expressions for describing the consequences of terminating a workman's service/employment/engagement by way of retrenchment without complying with the mandate of section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometimes as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of section 25-F(a) and (b) has the effect of rendering the action of the employer as nullity and the employee is entitled to continue in employment as if his service was not terminated.”

Therefore, in the light of the law provided in the I.D. Act and its State counterpart through the U.P.I.D. Act and also on the basis of the legal principle laid down by this Court, we hold that the termination of services of the appellant was illegal and void ab initio.

29. Therefore, in the Labour Court was correct on factual evidence on record and legal principles laid down by this Court in catena of cases in holding that the appellant is entitled to reinstatement with all consequential benefits.”

21. Therefore, in view of the facts and circumstances of the case, law cited and discussions made hereinabove, I am of considered opinion that the workman's services had been terminated by the opposite party management, in violation of the provisions contained in the Section 25 F of the Industrial disputes Act, 1947; without any notice or notice pay in lieu thereof or any retrenchment compensation; however the workman did not prove completion of 240 days' working on the cutoff date of the Casual Labourers (Grant of Temporary Status and Regulation) Scheme, 1989 i.e. 01.08.1998 to make him eligible for grant of temporary status. Accordingly I come to the conclusion that the workman is entitled for reinstatement with continuity in service along with 60% of back wages within ten weeks of publication of the award, failing which; the back wages shall carry simple interest @ 6% per annum.

22. The reference is answered accordingly.

LUCKNOW

26th April, 2017

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1834.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, दूरसंचार विभाग, उप-विभागीय अभियंता (कानूनी) बीएसएनएल, लखनऊ के माध्यम से एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 117/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.07.2017 को प्राप्त हुआ था।

[सं. एल-40011/15/2011-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1834.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 117/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the employers in relation to the General Manager, Telecom Deptt. through Sub-Divisional Engineer (Legal) BSNL, Lucknow and their workman, which was received by the Central Government on 30.06.2017.

[No. L-40011/15/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I.D. No. 117/2011

Ref. No. L-40011/15/2011-IR(DU) dated 20.09.2011

BETWEEN :

Sri Parvej Alam, Divisional Org Secretary
Uttar Railway Karmchari Union, 283/63 Kha
Garhi Kanaora (Premvati Nagar) PO: Manak Nagar
Lucknow (U.P.) 226001

AND

1. The General Manager, Telecom Deptt.
Through Sub-Divisional Engr.(Legal) BSNL
O/o General Manager, Telecom, Gandhi Bhawan
Lucknow-226001

AWARD

1 By order No. L-40011/15/2011 IR(DU) dated 29.09.2011 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Parvej Alam, Divisional Org. Secretary, Uttar Railway Karmchari Union, Lucknow and the General Manager, Telecom Deptt. through Sub-Divisional Engineer(Legal), Lucknow for adjudication.

2. The reference under adjudication is:

“WHETHER THE DEMAND OF NORTHERN RAILWAY EMPLOYEES UNION FROM THE MANAGEMENT OF GENERAL MANAGER, TELECOM, BSNL, LUCKNOW FOR REGULARIZATION OF SERVICES OF SRI VISHRAM S/O SRI DINANATH FROM THE YEARS 1992-93, IS LEGAL AND JUSTIFIED?” WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. As per the claim statement W3, the petitioner has stated in brief that the workman Sri Vishram was appointed on the post of gardner in January 1991 under the subordination of opposite party management, and is still working there but his services were unauthorisedly terminated in January 1992, being aggrieved he moved Hon'ble CGIT, Kanpur in I.D. 90/1996 and Award dated 27.7.2015 was adjudicated in his favour. The management filed writ petition before Hon'ble High Court, Lucknow Bench, Lucknow against the said award but the Writ petition no.2420(MS)/2006 moved

by the opposite party which was dismissed on 15.5.2006, thereafter in compliance of the order of the Hon'ble Court he was reinstated by the management vide letter dated 8.5.2007.

4. The workman has submitted that although he has been working for more than 240 days yet his services were not regularized since Jan.1992 which is violative of I.D. Act., it is clear cut unfair labour practice. The petitioner has stressed that he has been working since Jan.1991, even then several other junior employees to him have been regularized in the year 1992-93, and petitioner's legal rights have been infringed. With the aforesaid pleadings, request has been made for petitioner's regularisation since the year 1992 with all consequential benefits and to give him due seniority as well.

5. As per list W-4 several documents have been filed.

6. The management in its written statement M-7 has admitted the order dated 2.12.1997 passed by CGIT, Kanpur and has submitted that the employee has been reinstated vide letter dated 16.6.2000 as casual labour, on the same status at which he was prior to his removal. The opposite party has asserted that the matter of petitioner for regularization has been sent to the BSNL, Head Office, New Delhi through letter dated 23.6.2003 other letters dated 16.6.2000, 13.2.2003 and 2.11.2006 have also been referred in the written statement.

7. The opposite party has emphasized that the petitioner had received an amount of Rs.133527/- on 18.12.2006 and sum of Rs.208508/- as arrears against the back wages w.e.f. 11.1.1992 to 26.6.2006, and in furtherance of this development petitioner's prior applications have been closed on 18.5.2007 and 8.8.2007 respectively. The employee was required to submit his affidavit that during the period of his retrenchment, he was not employed elsewhere but he failed to give such an affidavit, therefore proceedings were closed by the RLC (C) Lucknow. The management has requested to dismiss the claim statement with heavy cost. Several documents have been annexed with written statement.

8. With strong denial of the contrary facts mentioned in the written statement, rejoinder W-8 has been filed by the petitioner, reiterating the facts mentioned in the claim statement. Certain documents have again filed by the workman as per list W-9.

9. The petitioner has filed his affidavit W-10 in evidence, he has been thoroughly cross examined on behalf of the management. The opposite party has filed affidavit of Sri Dhanpat Lal, SDE(HRD) as M-19. He has been cross examined on behalf of the workman.

9A. Arguments of both the parties have been heard at length and record has been scanned thoroughly.

10. It is an admitted fact to both the parties that the workman Sri Vishram is an employee under the subordination of the opposite party, and Hon'ble CGIT, Kanpur has adjudicated the Award dated 2.12.1997. It may be quite pertinent to mention here that the order passed by Hon'ble High Court in this regard has not been mentioned by the opposite party, neither its copy has been filed, despite the fact that Writ Petition 2420(MS)/2006 allegedly filed by the management before Hon'ble High Court, Lucknow Bench, Lucknow has been mentioned in the claim statement and photo copy of the order dated 15.5.2006 has also been annexed by the workman.

11. Learned AR for the management has submitted that the locus standi of the alleged Northern Railway Employees Union is invalid and therefore doubtful. Further it has been emphasized by the management that in compliance of the directions given by CGIT, Kanpur the employee has been reinstated and his dues and arrears have been paid to him, matter for his regularization has been recommended to the Head Office but the petitioner workman has unnecessarily entered into further litigation.

12. The management has filed photo copy of letter dated 13.2.2003 regarding regularization of "left out casual labourers." Another letter dated 8.5.2007 regarding reinstatement alongwith back wages and consequential benefits has also been filed by the opposite party. Further an important document is paper no. W-9/14, which is letter No.269-94/98-STN-II/Pers IV (Vol.III)/UP(E) dated 10.10.2003 addressed to CGM, BSNL, Lucknow sent by the BSNL, Corporate Office, New Delhi. This letter has nowhere been denied by the management. Even during arguments learned AR for the opposite party did not express any doubt over the authenticity and veracity of the letter dated 10.10.2003. Following abstract of the aforesaid letter dated 10.10.2003 is quite crucial:

"This office has further scrutinized the detailed information sent by your office for the remaining cases and further 17 (Seventeen) TSMs/CLs (Sr.No.6,7,11,12,118 and 127 to 138) have been found to be eligible for regularization at this stage. 3 cases (Sl.No.50,66 and 122) are under consideration being CGA appointment. For the remaining 26 cases some additional information is required for processing the cases further.

2. Accordingly, approval of the Competent Authority is hereby conveyed for following:-

(i) (GM,U.P (East) Telecom Circle is further authorized to create upto 17 (Seventeen) numbers of post of RM to regularize the eligible TSMs/CLs. If required after adjusting all the vacant post of RM in the Circle. The circle's ceiling limit will stand enhanced to this extent. These regularized employees will be BSNL, employees.

(ii) CGM is also authorized to grant age relaxation as required in individual cases for the purpose of regularization as per rules."

13. The name of the petitioner has been mentioned at Serial Number 7 of Proforma-I.

14. Learned AR for the workman has relied upon the following pronouncements:

1. **2005(104) FLR, J.H.Jadhav Vs. M/s Forbes Cokaka page no.1005.,Hon'ble Supreme Court**
2. **1965 (11) FLR, 53, Hon'ble Supreme Court.**
3. **1970 (20) FLR, 157 Hon'ble Supreme Court.**

15. Learned AR for the management submits that the above Rulings do not apply to the present dispute.

16. Learned AR for the management has referred the following citations:

1. **Civil Appeal No.1861-2063/2001 etc. State of Karnataka Vs. Umadevi and others judgment dated 10.4.2006, Hon'ble Supreme Court.**

17. Learned AR for the workman asserts that the above citation has propounded an important principle but that does not apply to the matter in issue.

18. After having heard the intellect arguments of both the learned ARs and perusal of the record in the light of the pronouncement of Hon'ble Supreme Court, it is inferred that the letters dated 13.2.2003 and 10.10.2003, which have not been denied by the management, can not be ignored. Despite the recommendations made by the office of CGM, BSNL, Lucknow on 13.2.2003, the inaction or slackness of the subordinate officers although letter dated 10.10.2003 has been issued by BSNL, Corporate Office, New Delhi to CGM, BSNL, Lucknow can not be appreciated. It reflects sheer slackness and negligence of the concerned officers that no proper decision has apparently been taken during the last more than 13 years. The matter has been adjudicated in favour of the workman by CGIT-cum-Labour Court, Kanpur and thereafter the writ petition filed by the management has also been dismissed by the Hon'ble High Court, Lucknow. The orders passed by the Hon'ble High Court and Hon'ble CGIT-cum-Labour Court have not been followed by the management in true spirit. The advice/direction given by the BSNL, Corporate Office, New Delhi has also not been adhered to, by subordinate office.

19. Hence it is inferred that the demand regarding regularization of services of Sri Vishram from the relevant date is quite legal and justified. The management is directed to regularize the petitioner workman from due date with all consequential benefits, taking into account his seniority as well, within 10 weeks from the date of notification of the award, failing which the management shall pay interest @ 6% per annum to the workman.

20. Award as above.

LUCKNOW
13.06.2017

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1835.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुख्य महाप्रबंधक, दूरसंचार, पूर्व, लखनऊ, प्रधानाचार्य महाप्रबंधक, लखनऊ एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 23/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30.06.2017 को प्राप्त हुआ था।

[सं. एल-40012/72/2003-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1835.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 23/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in Annexure, in the industrial dispute between the employers in relation to the Chief General Manager, Telecommunication, East Lucknow, The Principal General Manager, Lucknow and their workman, which was received by the Central Government on 30.06.2017.

[No. L-40012/72/2003-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT : RAKESH KUMAR**, Presiding Officer**I.D. No. 23/2004**

Ref. No. L-40012/72/2003-IR(DU) dated 20.01.2004

BETWEEN :

Sri Jagroop Yadav S/o Sri Ram Manohar Yadav
278, Chowdhary Ka Purva, Mauja
Jamin Husenabad PO Subheha (Hedergarh)
Barabanki (U.P.)

AND

1. The Chief General Manager,
Telecommunication, East, Lucknow
The Principal General Manager
Pee Kay Bhawan
Lucknow-22600

AWARD

1. By order No. L-40012/72/2003-IR(DU) dated 20.01.2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Sri Jagroop Yadav S/o Sri Ram Manohar Yadav, Barabanki and the Chief General Manager, Telecommunication, East, Lucknow, The Principal General Manager, Pee Kay Bhawan, Lucknow for adjudication.

2. The reference under adjudication is:

“WHETHER ACTION OF MANAGEMENT OF CHIEF GENERAL MANAGER, BSNL, LUCKNOW IN VERBALLY TERMINATING THE SERVICES OF SRI JAGRUP YADAV S/O SRI RAM MANOHAR YADAV, CASUAL WORKMAN W.E.F. 14.07.2000 IS LEGAL AND JUSTIFIED? IF NOT TO WHAT RELIEF THE WORKMAN IS ENTITLED?”

3. As per the claim statement W-3 the petitioner has stated in brief that he has been working as casual labour under the subordination of opposite party office, SDE(Phones) Gomti Nagar, Lucknow since 09.05.1995 to 13.07.2000 with sincerity and honesty and in every calendar year he had worked for more than 240 days, his carrier has been blotless and no charge sheet was ever given to him. The petitioner has stated that before termination of his services he was being paid Rs.2500/- per month, certificate dated 06.06.1996 signed by Sri G.N. Pandey, JTO was given to him mentioning therein that he had been working as casual labour for the last one year and his responsibility honesty and diligent worker.

4. The workman has referred another certificate dated 31.12.1996 given by SDO (Phones) regarding work done by him since 9.5.1995 to Dec.1996. Further details for the other duration have also given in the sub paras of para 7 of the claim statement. Payment received by the workman mentioned in sub paras of para 8. The petitioner has asserted that identity card was also issued to him and he was required to perform the duty of office peon. As per direction of his superior authorities. Vide memo dated 10.2.2000 and 21.3.2000 issued by Chief General Manager, Phones, East circle Lucknow, 74 and 86 labours were provided temporary status w.e.f. 12.2.1999. Several other instances have also been given by petitioner in para 11,12 etc. of the claim statement.

5. The workman has stressed that more than 61 labours junior to him were employed in establishment at the time of termination of his services. Representation was given by the workman but it was not duly considered he filed O.A.

414/2000 before CAT, Lucknow order dated 23.11.2001 was passed by the CAT, Lucknow but no relief was given to the workman on the alleged false ground that the workman has not worked in any financial year for 240 days. Before termination of service no prior notice was given, retrenchment compensation salary in lieu of notice was also not paid and he has employed since 5.9.2000. Violation of Section 25 F,G, of the I.D. Act. have been alleged by the petitioner. With the aforesaid pleadings the workman has prayed for reinstatement with full back wages and consequential benefits as well as grant of temporary status w.e.f. 10.2.2000.

6. The workman has filed several documents as per list C-5.

7. The management with strong denial of the allegations made in the claim statement has filed written statement M-12. The management has submitted that as per the directions of the CAT, Lucknow representation given by the workman was disposed of in accordance with Rules. The opposite party has asserted that the workman has never completed 240 days in any financial year from 1995 to 1996, 2000-2001. Contempt filed by the workman was dismissed by the CAT vide order dated 4.11.2002.

8. It has been admitted by the opposite party that the workman has engaged as casual labour only for 12 days in June 1997 and thereafter 31 days in Oct.1997 his engagement was 12 days as such he was never completed 240 days in any financial year. Therefore question of grant of temporary status and his regularization has never arisen upto Oct. 1997, the workman has worked for 31 days only. The opposite party has alleged that the petitioner has fabricated and manipulated some documents for his own illwill and those documents can not be relied upon which are incorrect. After approaching the CAT the petitioner should not have moved this Tribunal, order passed by the CAT no relief further be granted to the workman. The petition of the workman has been claimed highly time barred. The opposite party has requested to dismiss the claim statement with heavy cost. Copy of order passed by CAT alongwith other documents have been annexed by the opposite party with written statement.

9. With strong denial of the contrary facts given in the written statement, rejoinder W-13 has been filed by the workman, reiterating the pleas taken in the claim statement.

10. The workman has filed certain documents as per list C-21. Further affidavit A-23 alongwith annexure has also been filed by the workman.

11. The petitioner examined himself in evidence. He was thoroughly cross examined on behalf of the management.

12. The opposite party has filed affidavit A-43 of Sri K.D. Tripathi, Sr.SDE and another affidavit M-45 of Sri G.N. Pandey, SDE. Both the witness have been cross examined on behalf of the workman.

13. Hand writing expert report W-65 has been filed by the workman. Affidavit W-69 was filed by the Hand Writing Expert and he has been cross examined on behalf of the management.

14. Arguments of learned ARs of both the parties have been heard at length. Record has been scanned thoroughly.

15. Learned AR for the workman has submitted that the petitioner workman has been working as casual labour/peon since 9.5.95 to 13.7.2000, with sincerity diligent and honesty, even then services were orally terminated without assigning any reason. So called details of duty chart and experience certificate have also been emphasized by the workman. Learned AR for the opposite party while strongly refuting the pleas taken by the workman, asserts that the petitioner has never completed 240 working days in any financial year, there was no question of grant him temporary status or regularization of service.

16. In O.A. 414/2000, Jagroop Yadav and others Vs. Union of India and others Hon'ble CAT, Lucknow has observed in its order dated 23.11.2001, that detailed representation alongwith all the documents in support of their name, shall be filed by the applicant before the management within one month and the management shall after verifying and correctness and genuineness of the documents passed appropriate orders on the said representation within six months. Copy of the order passed by the Hon'ble CAT, Lucknow has been annexed by the management with affidavit M-12/9, as M-12/10. Further letter dated 20.9.2002 addressed to the petitioner, has been filed as M-12/13 where in following material has been mentioned;

“It has been found that the certificates and ACG-17, enclosed with your representation in support of your claim, are not authentic. The concerned officers have denied issuance of such certificates. As per office records regarding actual working days you have not completed 240 days in any financial year i.e. 1995-96 to 2000-2001.

17. The workman in his cross examination (A-37), has admitted that the contempt petition filed by him (regarding order of Hon'ble CAT) has been dismissed. So called certificates issued by BSNL authorities have been referred by him, but on page 7 he has admitted that on the referred voucher etc. the paying officer and the disbursing officer have no signed neither counter signed. On page 9 he has admitted that neither any appointment letter was issued nor any dismissal letter was given to him.

18. The management has filed affidavits of Sri K.D. Tripathi. Sr.SDE and Sri G.N. Pandey, SDE, both the witnesses have been cross examined. Sri K.D.Tripathi in his cross examination has specifically asserted that the petitioner was not engaged in the period from 9.5.95 to 12.7.2000 neither any salary was paid. On the alleged document A1/22 and 22/3 to 23/10, signatures have been denied and further explained that the witness does not know who had signed on those documents. Similarly signature on documents C-5/8, C-5/16 to 5/77 have been denied by the witness.

19. Other witness Sri G.N. Pandey has also asserted in his cross examination that the petitioner has never worked under his subordination, moreover signature on document A1/22, 22/2 to 22/10 and C-5/6 to C-5/75 have been denied. The witness has replied in his cross examination that he does not know who has signed on these documents.

20. Under such circumstances the authenticity of the documents relied upon by the petitioner is doubtful. Moreover so called Identity card A1/22 (2 I. Cards) in originals have been filed by the workman do not bear any official embalm of the BSNL department or Govt. of India, or any other authentic seal. Only seal having designation of JTO and SDE have been affixed on the so called identity card. Normally Central Government office and Central Government Company do not issue such type of identity card. This fact carries much weight in the light of the evidence adduced by the management before this Court, only duty chart and certificates regarding working days have been clearly denies.

21. Only evidence regarding so called signatures is Hand Writing Expert Report W065 filed by the petitioner before this Tribunal. Hand Writing Expert Sri Satish Dayal has thoroughly cross examined on behalf of the management. It may be quite pertinent to mention here that the above Expert is not a Govt. Expert, neither he has worked in any Govt. Labs. Whether his experience as Hand Writing Expert has ever been recognized by Central Government or State Govt., has also not been duly informed to this Tribunal/Court. It is settled law that the Hand Writing Expert Report in the absence of any cogent evidence does not have binding. The fact of varacity in the alleged signatures, has been thoroughly confronted by Learned AR of the management in the cross examination, Therefore, only on the basis of Hand Writing Expert Report the version taken by the workman, can not be blindly believed.

22. The fact whether the workman had worked for more than 240 days in the preceeding one year, from the relevant date, has to be determined on the basis of cogent reliable evidence. This material fact can not be ignored under such circumstances. Principles laid down by the Hon'ble Supreme Court in the following cases is quite material but it is not legally or factually possible to give any benefit to the workman, in the alleged evidence adduced by both the Tribunal;

1. (2002), 3 SCC, R.F.O. Vs.. S.T. Hadimani Page 25.
2. (2005), 8 SCC, Surendra Nagar District Panchyat Vs.. Jetha Bhai Pitambarbhai Page 450.
3. (2006) 1, SCC, R.M.Yellati Vs. Executive Engineer, Page 106.
4. (2010) 1 SCC (L&S) Jagbir Singh Vs. Haryana State Agriculture Board, page 545.

23. After having heard the intellect arguments of both the parties at length and perusal of the record in the light of the pronouncements laid down by Hon'ble Supreme Court, it is inferred that the question of oral termination of service of the petitioner w.e.f. 14.7.2000 can not be adjudicated in favour of the petitioner. There was no illegality or irregularity in the alleged order if any passed by the management. The petitioner is not entitled to any relief.

24. Award as above.

LUCKNOW
14.06.2017

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1836.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बालाजी सिक्योरिटीज सर्विसेज, अलीगंज, लखनऊ व अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 65/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.06.2017 को प्राप्त हुआ था।

[सं. एल-42025/03/2017-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1836.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 65/2012) of the Central Government Industrial Tribunal-cum-

Labour Court, Lucknow as shown in Annexure, in the industrial dispute between the employers in relation to the Balaji Securities Services, Aliganj, Lucknow & Others and their workman, which was received by the Central Government on 08.06.2017.

[No. L-42025/03/2017-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RAKESH KUMAR, Presiding Officer

I.D. No. 65/2012

BETWEEN :

Sri Ram Gopal Yadav S/o Sri Ram Naresh Yadav
Through Sri Om Narain Sahu,
F-3351, Rajajipuram,
Lucknow

AND

1. The Balaji Securities Services,
Section C-4 C Aliganj,
Lucknow,
2. Reliance Infocom Ltd.
2nd Floor Magnum Plaza
Eldeco Green, Gomti Nagar
Lucknow

AWARD

1. The workman has filed present petition under section 2A of the I.D. Act. 1947 (14 of 1947), as Ram Gopal Yadav S/o Sri Ram Naresh Sahu F-3351, Rajajipuram, Lucknow and the Balaji Securities Ltd., C-4, Aliganj, Lucknow/Reliance Infocom Ltd. 2nd Floor Magnum Plaza, Eldeco Green, Gomti Nagar, Lucknow for adjudication.
2. As per the claim statement W-1, the workman has stated in brief that opposite party no.1 Balaji Securities Services has employed him to work under the management and subordination of opposite party no.2 since 29.03.2004, and he has worked continuously without any break although the employer did not issue any appointment letter. The petitioner has claimed that his work and conduct has always been satisfactory and there was no complaint in this regard, moreover he has worked for more than 240 days in each year but unfortunately during duty hours and on account of performance of his sincere duty his eye sight was adversely affected, he became blind and disabled consequently. The employer did not pay any compensation to him and orally retrenched him to not perform his duty w.e.f. 21.07.2015.
3. The workman has asserted that he has worked for more than 240 days in each and every year, Provident Fund was also deducted from his salary regularly even then no prior notice before termination of his services was given neither any pay in lieu of notice nor retrenchment compensation was paid to him. The management has adopted unfair labour practice and petitioner's rights have been infringed illegally. Government's notification dated 04.11.2004 has been referred by the petitioner and violation of Section 25F of the I.D. Act., has been alleged in the claim statement, Provident Fund deduction was duly deposited by opposite party no.2 i.e. Reliance Infocom Ltd. in the relevant code, yet the petitioner was not treated its employee. Conduct of the management has been improper and illegal. With the aforesaid pleadings the petitioner has prayed to declare the service termination order as improper and illegal, further request has been made for his reinstatement with all the salary benefits etc., taking into account his continuity of service. Photo copy of the contract appointment, Ration Card, Aadhar Card etc., has been enclosed with the claim statement.
4. The opposite party no.2 has filed written statement M-7 dated 28.12.2012 wherein it has been specifically pleaded that there was no relationship of employee and employer between the applicant and opposite party no.2, the petition is barred by limitation as prescribed by Section 2A(3) of the I.D. Act., the said accident has been denied in the written statement and the management has submitted that question of any compensation does not arise. The management of opposite party no.2 has requested to dismiss the claim statement filed by the workman.
5. With strong denial of the contrary facts given in the written statement the workman has filed rejoinder W-8.

6. Notices through registered post were sent to opposite party no.1, Balaji Securities Services but none appeared on it behalf before the Court, neither any written statement nor reply was submitted by opposite party no.1.

7. The workman has filed photo copies of leave application forms dated 19.12.2004, 22.12.2004 and E.P.F. details etc., as per list W-9.

8. The management has filed photo copies of the purchase orders dated 02.04.2004 and 23.04.2005 along with application M-10 dated 05.08.2013. The management of opposite party no.2 has submitted in M-10:

“That the opposite party no.2 is filing herewith the copies of two purchase orders dated 02.04.2004 and 23.04.2005 in terms of which the opposite party No.1 had made the services of the applicant available to the opposite party no.2. The said may kindly be taken on record as documents filed on behalf of the opposite party no.2.”

10. During the proceedings of the case workman has filed application W-11 alongwith certain annexures, and further letters W-18, W-20 etc., have been submitted.

11. The workman Sri Ram Gopal Yadav has filed his affidavit W-14. He was thoroughly cross examined on behalf of opposite party no.2.

12. The opposite party no.2 filed affidavit of Sri Dineshwar Pratap Singh M-17. Its Hindi translated version M-27 was also filed duly verified by learned AR of opposite party no.2. Later on another affidavit W-22 was filed by the petitioner, whereby the facts mentioned on behalf of opposite party no.2 in its affidavit have been controverted by the workman.

13. None appeared in the court on behalf of the workman to cross examine the management witness Sri Dineshwar Pratap Singh. However the Court in order to safe guard the interest of the said blind petitioner questions were put before the management witness. The witness was duly cross examined by the Court.

14. Arguments advanced by the petitioner himself and learned AR for opposite party no.2 have been heard at length. Record has been perused thoroughly.

15. The workman has argued that the management of Reliance Infocom availed his services through the opposite party No. 1, which is said to be contractor for supplying the man power to the opposite party No. 2; but the opposite party No. 2 could not produce the ‘principal employer’ registration certificate and registration certificate of M/s Balaji Securities Services which goes to show that the pleading of the management that the workmen were supplied by the agency under a contract is nothing but to escape from their liabilities.

16. The management of opposite party No. 2 has denied employer and employee relationship between itself and the workman altogether; and has submitted that the service of the workman had been availed through opposite party No. 1 and payment was also made accordingly through opposite party No. 1.

17. I have given my thoughtful consideration to the contentions of the workman and OP No. 2, and perused respective pleading of parties and supportive evidence.

18. The workman has come up with the case that his services have been availed by the opposite party No. 2 through opposite party No. 1 and in the absence of any principal employer’ registration certificate in respect of opposite party No. 1 and registration certificate of M/s Balaji Securities Services and any contract for supply of labourers between OP No. 1 and OP No. 2, it goes to show that the workman had been a worker of principal employer i.e. OP No. 2.

19. The OP No. 1 did not turn up to file any reply, which led to ex-parte against them whereas the OP No. 2 has evasively denied the contentions of workman and has submitted that there does not exist any employer-employee relationship between the OP No. 2 and the workman. However, the authorized representative of the OP No. 2 has moved an application M-10 to file the documents on behalf of OP NO. 2 which reads as under:

“That the opp party no 2 is filing herewith the copies of two purchase order dated 02.04.2004 and 23.04.05 in terms of which the opp party no. 1 had made the services of the applicant available to the opp party no 2. The said may kindly be taken on record as documents filed on behalf of the opp party no 2.”

The OP No. 2 along with above referred purchase orders has filed ‘Terms and Conditions’ regarding providing man power and to ensure various statutory provisions; but failed to provide the same in its respect i.e. a valid registration certificate as ‘principal employer’ and a genuine ‘contract, carrying terms and conditions’. The details of terms and conditions filed through M-10 cannot be said to be a genuine contract in the eye of law as not sworn before a Notary. Hence, it cannot be said that there was any genuine contract labor system prevailing with the management of the OP No. 2 and OP No. 1. Hon’ble Apex Court in *Secretary, Haryana State Electricity Board Vs. Suresh & others* 1999 LLJ 1087 has observed as under:

“When these contract workers carry out the work of the principal employer which is of a perennial nature and if provisions of Section 10 get attracted and such contract labor system in the establishment gets abolished on fulfillment of the conditions requisite for that purpose, it is obvious that the intermediary contractor vanishes and along with him vanishes the term ‘principal employer’. Unless there is a contractor agent there is no principal. Once the contractor intermediary goes the term ‘principal’ also goes with it. Then remains out of this tripartite contractual scenario only two parties – the beneficiaries of the abolition of the erstwhile contract labour system i.e. the workmen on the one hand and the employer on the other who is no longer their principal employer but necessarily becomes a direct employer for these erstwhile contract labourers.”

Hon’ble Apex Court further observed as under:

“19. It has to be kept in view that this is not a case in which it is found that there was any genuine contract labor system prevailing with the Board. If it was a genuine contract labor system, then obviously, it had to be abolished as per Section 10 of the Contract Labour (Regulation and Abolition) Act after following the procedure laid down therein. However on the facts of the present case, it was found by the Labour Court and as confirmed by the High Court that the so called contractor Kashmir Singh was a mere name lender and had procured labor for the Board from the open market. He was almost a broker or an agent of the Board for that purpose. The Labour Court also noted that the Management witness Shri A.K. Chaudhary also could not tell whether Shri Kashmir Singh was a licensed contractor or not. The workmen had made a statement that Shri Kashmir Singh was not a licensed contractor. Under these circumstances, it has to be held that factually there was no genuine contract system prevailing at the relevant time wherein the Board could have acted as only the principal employer and Kashmir Singh as a licensed contractor employing labour on his own account. It is also pertinent to note that nothing was brought on record to indicate that even the Board at the relevant time, was registered as principal employer under the Contract Labour (Regulation and Abolition) Act. Once the Board was not a principal employer and the so called contractor Kashmir Singh was not a licensed contractor under the Act, inevitable conclusion that had to be reached was to the effect that the so called contract system was a mere camouflage, smoke and screen and disguised in almost a transparent veil which could easily be pierced and the real, contractual relationship between the Board, on the one hand, and the employees on the other, could be clearly visualized.”

20. In the instant case, the management of the OP No. 2 has tried to plead and lead evidence to the effect that there was a contract between the management of the OP No. 2 and OP No. 1 to provide man power; and in order to substantiate this pleading it has filed photocopy of so called terms and condition. Apart from photocopy of so called contract/terms and conditions the OP No. 2 could not show any documentary evidence regarding issuance of tender notice, bid from the contracts etc.

21. Therefore, in view of the facts and circumstances of the case, and law cited hereinabove, I am of considered opinion that the so called contract/term and conditions are not genuine or mere a camouflage, smoke and a screen and disguised, just to deprive the workman of his legitimate rights.

22. It is established that the workman was engaged by the contractor to carry out the work of perennial in nature; therefore the contract labour system got abolished. Further neither the OP No. 2 was registered as principal employer nor did the contract have license, making the so called contract between the OP No. 2 and the so called contractor mere camouflage. Thus, the direct relationship of employer and employee gets established between the management of OP No. 2 and the workmen. Hon’ble Apex Court in *Secretary, Haryana State Electricity Board Vs. Suresh & others 1999 LLJ 1087* has relied upon the observation made by it in its decision in *Air India Statutory Corporation etc. Vs. United Labour Union & others etc. 1997-I-LLJ-1113 SC* as under:

“In this behalf, it is necessary to recapitulate that on abolition of the contract labor system, by necessary implication, the principal employer is under statutory obligation to absorb the contract labour. The linkage between the contractor and the employee stood snapped and direct relationship stood restored between principal employer and the contract labour as its employees. Considered from this perspective, all workmen in the respective services working on contract labour are required to be absorbed in the establishment of the appellant.”

Also, Hon’ble Delhi High Court in *CWP No. 1981 of 1997 decided on 29.09.2000, 2001 (1) SCT 1943* has held that *‘in case the contractor has not taken a license as required under Section 12 of the Act, then the contract labour shall be treated as direct employees of the Principal employer.’*

Thus, from the law pronounced by Hon’ble Supreme Court, it comes out that the principal employer is under statutory obligation to absorb/regularize the contract labour as the linkage between the so called contractor and the employees stood snapped and direct relationship stood restored between principal employer and the contract labour labour, in the present industrial dispute.

23. But as observed above, on the abolition of contract labour system, there existed relationship of employer and employee between the management of the Reliance Infocom and the contract labour, it can be well concluded that the workman under dispute was engaged in perennial nature of work and he has worked for more than 240 days in preceding year from the date of his alleged termination. Also, it could be well inferred that the services of the workman have been terminated without complying with the mandatory provisions of Section 25 F of the Industrial Disputes Act, 1947 or giving any notice or notice pay or any retrenchment compensation etc.

Hon'ble Allahabad High Court in *State of U.P. Vs. Mahendra Pal Singh & another* 2012 (2) ALJ 325 while scrutinizing the validity of the award of the Labour Court found that the findings of the Labour Court were not perverse; wherein the Labour Court drawn out a finding that the workman had continuously worked for more than 240 days in twelve calendar months prior to termination of his services; and the termination of services was without any notice and without payment of retrenchment compensation; and accordingly, Hon'ble High Court held that the relief of reinstatement with 60% of back wages, awarded by the Labour Court was justified. Hon'ble High Court in para 47-49 of its judgment, has referred decision of Hon'ble Apex Court in *Krishan Singh Vs. Executive Engineer, Haryana State Agricultural Marketing Board, Rohtak (Haryana)* (2010) 3 SCC 637: (AIR 2010 SC (Supp) 787 as under:

“47. the appellant worked as a daily wager under the respondent from 1.6.1988. His services were terminated in December, 1993. He served a notice of demand dated 30.12.1997 on the respondent contended that his services were terminated orally without complying with the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) and that he may be reinstated in service with full back wages from the date of illegal termination and he may be regularized according to the Government policy. The respondent did not respond to the demand made by the appellant and by an order dated 23.7.1999, the State Government referred the dispute under Section 10 of the Act to the Labour Court. Thereupon the Labour Court passed the award dated 18.7.2006 holding that the appellant had admittedly completed 267 days from 1.6.1988 to 30th April, 1989 and his services were terminated without any notice or notice pay and without payment of retrenchment compensation and the termination was, therefore, in violation of Section 25-F of the Act and the appellant was entitled to be reinstated in his previous post with continuity of service and 50% back wages from the date of demand notice i.e. 30.12.1997.

48. The respondent challenged the award of the Labour Court before the High Court of Punjab and Haryana, in writ petition and by order dated 9.12.2008, High Court allowed the said writ petition and set aside the award dated 18.7.2006 of the Labour Court and directed the respondent instead to pay compensation of Rs. 50,000/- to the appellant. Aggrieved by order dated 9.12.2008 of the High Court, the appellant filed appeal before the Apex Court. By placing reliance upon earlier decision rendered by the Apex Court in the case of Harjinder Singh (supra), allowed the appeal and set aside the impugned order dated 9.12.2008 passed by the High Court and directed that the appellant will be reinstated as a daily wager with 50% back wages forthwith.

49. While dealing with the question of discretionary powers of the Labour Court, in para 17 of the decision, Hon'ble Apex Court has observed as under:

“17. Wide discretion is, therefore, vested in the Labour Court while adjudicating an industrial dispute relating to the discharge or dismissal of a workman and if the Labour Court has exercised its jurisdiction in the facts and circumstances of the case to direct reinstatement of a workman with 50% back wages taking into consideration the pleadings of the parties and the evidence on record, the High Court in exercise of its power under Articles 226 and 227 of the Constitution of India will not interfere with the same, except on well settled principles laid down by this Court for a writ of certiorari against an order passed by a court or a tribunal.”

24. Thus, in view of the facts and circumstances of the case, discussions made hereinabove and law cited hereinabove, it is established that the workman under dispute, who was employee of the principal employer i.e. Reliance Infocom, was engaged by Reliance Infocom through an illegal contract system which is not genuine and mere a camouflage; and all the workman had worked for more than 240 days in a calendar year preceding the date of his termination; and his services have illegally been terminated on 31.07.2005 on completion of the so called 'illegal contract' by the management of the Reliance Infocom without following the mandatory provisions of the Section 25 F of the Industrial Disputes Act, 1947. Therefore, I am of the considered opinion that the workman Shri Ram Gopal Yadav is entitled for reinstatement with continuity in service along with 60% of back wages

25. But in the instant case, the workman, Ram Gopal has lost his eye sight during period of engagement and his services could no longer be availed for security purposes; hence he could not be reinstated into the services of OP No. 2. In *Haryana Roadways Vs. Rudhan Singh* (2005) 5 SCC 591; 2005 SCC (L&S) 716 Hon'ble Apex Court while considering the question regarding award of back wages has observed:

“There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of section 25 F of the Act, entire back wages should be awarded However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. Another important factor, which required to be taken into consideration, is the nature of employment. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year.”

26. In *Deepak Ganpat Tari Vs.. N.E. Theater Pvt. Ltd.* 2008 (119) FLR 877 Hon'ble Bombay High Court relying on the Hon'ble Apex Court's judgment in *A P V K Brahmandandam* 2008 (117) FLR 1086 (SC) *Telephone DM Vs.. Keshab Deb* 2008 (118) FLR 376 (SC) *JDA Vs.. Ram Sahai* 2006 (111) FLR 1178 (SC), while awarding compensation of Rs. 1,50,000/- to the concerned workman considering his daily wages as Rs. 45/- in view of the fact that the workman had put in about 3 years of service, has observed as under:

“It is apparent that termination of services of a daily wager does not amount to retrenchment and for violation of section 25 F in such circumstances, the employee cannot be given benefit of reinstatement with continuity and back wages. Hon'ble Apex Court has hold that in such circumstance employee is entitled to benefit of compensation only.”

27. Having regards to these facts that the workman has worked after engagement through an agency at the time of his alleged termination @ monthly rates Rs. 2850/- and keeping in view the entire facts of the case and the law, the interest of justice would be subserved, if, management is directed to pay lump sum amount of compensation only.

29. Accordingly, the management is directed to pay a sum of Rs. 1,00,000/- (Rupees One Lakh only) to the workman as compensation for termination of their services in violation of section 25 F of the I.D. Act. The said amount shall be paid to the workman within ten weeks of publication of the award, failing which; the same shall carry interest @ 6% per annum.

30. The reference is answered accordingly.

LUCKNOW

24th May, 2017

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1837.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, जेपीएमईआर, पांडिचेरी एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 5/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/151/2013-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1837.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 5/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, JIPMER, Puducherry and their workman, which was received by the Central Government on 26.07.2017.

[No. L-42011/151/2013-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 19th July, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 5/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of JIPMER, Puducherry and their workman)

BETWEEN :

The President : 1st Party/Petitioner Union
JIPMER Hospital Employees Union
Room No. 314, 3rd Floor, Administrative Block
Puducherry-605006

AND

The Director : 2nd Party/Respondent
JIPMER
Puducherry-605006

Appearance :

For the 1st Party/Petitioner Union : M/s. Sai, Bharath & Ilan, Advocates
For the 2nd Party/Respondent : M/s. Sri M.T. Arunan, Advocate

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42011/151/2013-IR (DU) dated 03.01.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the workmen (As per Annexure-A) seeking regularization in the post they are engaged continuously by the Management of JIPMER, Puducherry is legal and justified? If not, to what relief the concerned workmen are entitled to?”

On receipt of the Industrial Dispute this Tribunal has numbered it as ID 5/2014 and issued notice to both sides. On receipt of notice both sides have entered appearance and filed Claim and Counter Statement respectively.

2. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Trade Union functioning in the Respondent Organization. Majority of the employees of the Respondent are members of the Petitioner Union. The Respondent is a Body Corporate under the JIPMER Act and runs a Multi-Specialty Hospital. In the Hospital there are several tasks such as cleaning, assisting the patients, maintenance of gates, entry in the records and a variety of several other functions. In the late eighties the Respondent intending to indulge in cheap labour stopped regular recruitment to several posts for carrying out the above jobs and started resorting to engage persons on daily basis. It deliberately omitted to maintain a centralized list of daily rated labourers and permitted each Department to engage persons with a direction not to engage a person for more than 15 days in one Department. After 15 days the same set of workers would be engaged by another Department. At times the Departments even gave fictitious names to same set of people for another 15 days. The attempt was to make out that the employment was seasonal. By resorting to such acts the Respondent has given a go-by to all the Labour Laws. The earliest of the members of the petitioner were engaged in the year 1987. Majority of them were engaged during 1991-2001 and a few of them were engaged during 2005-2006. More than 500 persons were engaged in this manner. The list of these persons is annexure to the Industrial Dispute. None of the workmen are given any designation. They are called by the name Coolies. They were kept as daily rated workers even though they were working for long number of years. They were not given any weekly holidays but were paid only for the days they worked. They were not subscribed to Provident Fund even though it is mandatory under the law. They were not covered by the ESI Act nor given the facility for treatment in the Respondent hospital. They are not eligible for any leave including Medical or Maternity Leave. They are not given any compensation for accidents occurring during work. They were directed to wear uniforms but were not paid Uniform Allowance. The Petitioner Union has taken up the case of these workmen and demanded that they be regularized and all the mandatory legal benefits be extended to them. An Award may be passed directing the Respondent to designate the concerned workmen as Multi-Tasking Staff and regularize them in the said posts with backwages and all attendant benefits.

3. The Respondent has filed Counter Statement contending as below:

The Respondent was a Subordinate Office of the Ministry of Health and Family Welfare upto July 2008. In view of the recommendations of the committee to the department the Respondent could fill up only 1/3 of the vacancies

falling in the direct recruitment quota. By this process the Respondent could not fill up the vacancies falling under Group “D” cadre particularly the post of Sweepers engaged in cleaning and maintenance and other activities. So the Heads of the Departments started to engage daily rated labours for undertaking seasonal and intermittent cleaning work. Selection of these daily rated labourers was not through Employment Exchange. The Government had not sanctioned any post for the work of House-Keeping, Security, etc. Subsequent to the implementation of the recommendations of the 6th Central Pay Commission employees in Government Service are to be engaged only in activities requiring a certain level of skill. Those employees who were in erstwhile Group “D” cadre have been brought into Group “C” level. The Government has ordered that no further recruitment shall be made to Group “D” cadre after 01.01.2006. All Group D employees such as Safaiwala, Security Guards, Helpers, etc. in the Respondent establishment were brought to Group “C” cadre. They were assigned various semi-skilled jobs by giving appropriate training. As no hands were available to do the jobs of Group “D” cadre the Respondents started outsourcing these services. When new facilities were added to the establishment it had to engage more daily rated labourers as a stop-gap arrangement till outsourcing arrangement is finalized. Once tenders are awarded for outsourcing the work the daily rated labourers also could be engaged by the Contractor if they are willing for the same. When conciliation proceedings was started the petitioner was represented by its President. In the subsequent conciliation proceedings the President of an unrecognized association had represented the workmen. At present the daily rated labourers are being represented by an unrecognized association. The Industrial Dispute raised by the Union is against the Bye-Laws of the Union. It is not stipulated in the byelaws that the daily rated labourers can be members of the Union. The petitioner union has no *locus-standi* to raise the dispute for a group of persons who are members. The allegation that even from the late eighties the Respondent had started to indulge in cheap labour and did not want to give regular scale of pay and other benefits and started resorting to engage persons on daily basis is not correct. It was as a policy decision of the Government of India, as a stop-gap arrangement, daily rated labourers were engaged by the Heads of the Departments. These labourers are engaged for a period of 15 days. They are engaged for seasonal and semi-skilled works. It is incorrect to state that labourers were engaged on fictitious names. The period of 15 days was resorted to prevent any kind of misuse of the system and as a matter of policy only. It is incorrect to state that the Respondent has started to engage daily rated labourers in 1987 itself and that majority of them were engaged during the period from 1999-2011. The allegation of the Petitioner that the workmen are not given proper designation and that they are not given benefits of the different industrial laws are not correct. They are paid wages as per the Minimum Wages Act. The daily rated workmen cannot be given any designation as there are no sanctioned posts. The concerned workmen are not entitled to any relief.

4. The evidence in the case consists of oral evidence of WW1 to WW3 and MW1 and documents marked as Ext.W1 to Ext.W146 and Ext.M1 to Ext.M39.

5. **The points for consideration are:**

- (i) Whether the demand of the petitioner in seeking regularization of the workmen concerned in the dispute in the service of the Respondent is justified?
- (ii) What, if any is the relief to which the petitioner is entitled?

The Points

6. The Respondent is an institute of Post Graduate Medical Education and Research. It is running a Multi-Specialty Hospital also. The Petitioner Union has raised the dispute on behalf of the workmen engaged in the establishment under the name and style daily rated labourers (DRL) or Coolies. In fact, in most of the documents pertaining to the Respondent the workmen are referred to as Coolies. It is the case of the petitioner that the Respondent has started to engage workmen on daily rated basis even in the eighties. According to the petitioner most of the workmen concerned in the dispute were first engaged by the Respondent during the period from 1999-2001. A few of them were engaged during 2005-2006 also. The schedule of reference contains a list of the workmen on whose behalf the dispute is raised. It is stated by the petitioner that these workmen are engaged by the Respondent with the nomenclature of Coolies in different areas such as cleaning, working in the Canteen, for the Research Institute and also for the hospital. The Respondent takes care to see that the workmen are given work only for 15 days a month in a particular department. For the next 15 days they will be shifted to another department. It is stated that in this manner the Respondent has been successfully avoiding grant of any benefits due to the workmen under the various Labour Law Legislations. It is alleged that they are retained as daily rated workers even though they have been working for a long number of years. They are not given weekly holidays, they are not subscribed to the Provident Fund, they are not covered under the ESI Act, they are not given any leave, nor given any compensation on accidents. It is stated that they are not even given any wage slips. The petitioner has raised the dispute when the Management was in the process of recruiting persons from the open market and had issued advertisement calling for applications for this purpose. It is claimed by the petitioner that the concerned workmen should be designated as Multi-Tasking Staff and should be regularized in the service of the Respondent with all the benefits.

7. In the Counter Statement filed it is not disputed by the Respondent that it had been engaging daily rated labourers for different purposes. According to the Respondent this was done only as a stop-gap arrangement. It is stated that the Government had issued a ban on recruitment in the posts of sanitary Workers and such other posts and all the existing workers in such posts have been promoted as Multi-Tasking Staff giving them necessary training. This has resulted in the establishment being without any hands to do the cleaning, security and such other works. The engagement of workers on daily rated basis is said to have been in this background. According to the Respondent it has started outsourcing the work that is now done by the daily rated labourers and had given instructions that all those labourers should register with the outsourcing agency so that they can continue in the work. The concerned workmen were not working continuously but only for 15 days in a week, it is stated. It is also stated that no posts are available in the establishment and for this reason also the workmen are not entitled for regularization as claimed by them.

8. There is evidence given by WW1, the President of the Petitioner Union and WW2 and WW3, two of the daily rated labourers. WW1 has filed Proof Affidavit reiterating the case in the Claim Statement. He has stated that the Petitioner is a Union that was registered in the year 1998 and from 1998 onwards it has been espousing the cause of temporary workers also.

9. WW2 has stated that he had started to work for the Respondent establishment in the year 1986. He was initially engaged in one of the hostels of the Respondent and was doing the work of cleaning utensils, assisting in cooking, etc. In 2004 the hostel mess was outsourced and then he was transferred to the Canteen of the Dietetics Department. He was preparing food and distributing them to the patients in the wards. Even now he continues to work in the Department. According to him, he is now getting Rs. 448/- per day as wages. He has stated that regular cooks who are working in the same kitchen are getting salary in the scale of Rs. 5200-20200. He has further stated that he has been working for the past 30 years continuously and his work is perennial in nature. There is also the evidence of WW3 who has stated that he had started to work for the Respondent from the year 2000. He was recruited through the Sanitary Department for cleaning and sanitation work. However, he being a Graduate he was asked to maintain the counter, get the patient's details, open the file for the patients, make appropriate entries in the ledger, etc. He was carrying patient's records to the Doctors. He was also filing various consultation records, prescriptions, discharge summaries, lab reports, etc. In 2005 he was transferred to the Medical Records Department and had worked there till 2010. Then he was transferred to the Department of Medical Services where he had to attend to the patients, operate the stretchers, shift the patients, etc. He is also getting Rs. 448/- per day. The evidence given by WWs 2 and 3 regarding the nature of work done by them is not challenged by the Respondent in the cross-examination. Even the case of these witnesses that they have been working for a long time is not much disputed.

10. There is of course the evidence given by MW1, the Administrative Officer of the Respondent. He has stated under what circumstances daily rated labourers started to be engaged by the establishment. According to him, Group D employees who were doing the work of Safaiwala, Security Guards, Helpers, etc. were brought to Group C cadre and were assigned other jobs. There was ban in recruitment to the post in Group D cadre also. In the meanwhile, the establishment had developed to further heights, adding to it a Cancer Centre, Trauma Care Centre, Super-Specialist Block, Nursing College, Academic Centre, Women and Child Hospital, etc. Since there was ban on recruitment in Group D cadre they had to resort to engagement of daily rated labourers as a stop-gap arrangement till outsourcing tender is finalized. Thus it could be seen from the evidence given by MW1 itself that the Respondent was almost wholly resorting to daily rated labourers for works coming under Group D cadre. The only case is that this was done as a stop-gap arrangement until arrangement for outsourcing is done.

11. The documents produced by the petitioner would reveal that the Respondent still continues the practice of engaging workers on daily rated basis and that the workmen have been continuing as daily rated labourers for a very long time. Most of the documents produced by the petitioner were obtained from the Respondent itself under the Right to Information Act. Ext. W10 to Ext.W80 are all information obtained in this manner. As seen from these documents various departments have furnished information regarding engagement of workers done by them. There are 35 departments in the Respondent establishment. Engagement of workers is done at the discretion of Head of each Department. In Ext.W10-answer given from the Office of the Nursing Superintendent it is seen stated that the number of Coolies who have been working for a long time are more and to give opportunity to all of them they are divided into two so that they will be given chance every alternate month. However, as could be seen from the Counter Statement as well as the evidence of MW1 duration of 15 days is fixed so that they work only for a minimum number of days so that they would not be able to claim any benefit for their work. Ext.W10 itself (Page-84 onwards) gives an account of the number of workers engaged in each department and the maximum number of days to be engaged. As could be seen from this there is scope for engaging workers on all working days and not for some specified days only. Ext.W81 is an Office Order of 2014 approving engagement of Coolies. It could be seen that in almost all the departments persons are being engaged on daily wages. Ext.W82 shows the duties allotted to these persons. They are engaged in the OP of the Medicine Department and Special Clinic for registration, for arranging and filing inpatient records, in the laboratory,

for filing of records, as assistant to census, in the enquiry section, in EMS Department in shifts, in the discharge section for issuing token, at the telephone board, etc. Ext.W83 is the Register of the daily rated workmen maintained in EMS Department. This is certified by the concerned Medical Officer. This is of the period starting from 2000. Details of the period upto 2011 are available in this. This gives the details such as the name of the workman, number of days worked, amount paid, date of payment, etc. Ext.W84 is the copy of such register maintained at the Medical Records Department for the period from the year 2000-2009. Ext.W88 to Ext.W92, Ext.W94, Ext.W98 and Ext.W99 are also information furnished by the Respondent under the Right to Information Act. Ext.W89 is information furnished in 2009. It says that there are almost 400 workers working on daily wages. Ext.W90 gives the details of the workers who had worked in August 2009. Ext.W92 gives the details of the nature of work that is done by the daily rated workers. It could be seen from this that they are engaged in all the departments and they are employed for doing any kind of work which does not require much skill. The nature of work varies depending upon the nature of the department. In the MRI Department it is attending of enquiries related to investigation, guiding the patient and helping the technician, receiving MRI requisition, issuing the report to the patient, etc. They are engaged in the X-Ray Section in shifts, for the first shift, second shift and night shift. Here they are attending enquiries related to investigations, receiving X-Ray requisition, cleaning the machines, shifting patients to the CT table and back, etc. In the house-keeping section they are engaged in cleaning the floor, tables, instruments, laboratory glass wares and accessories, they are also collecting indents from several sections including linens, laundry. They are also doing transport of blood samples, cleaning the animal cage, etc. In the department of Cardio-Thoracic and Vascular Surgery they are taking blood sample for investigation, taking patients' for referral to other department, bringing X-Ray cassettes from Radiology, preparing the roller pads, assisting nurses, washing and drying the ventilator circuits, measuring and emptying the filled urine bags, providing bed pan to the patients, cleaning the sputum cups, emptying and cleaning the filled-up suction jars, etc. In the Departmental Canteen they do grinding, help in cooking, cut vegetables, issue tokens, shift food items and grocery items from Canteen to the other blocks, etc. In the Department of Cardiology they are shifting patients, bringing and taking materials etc, In the remarks columns it is stated that all the workers are trained in the work related to Cardiology and Coronary Care Unit also. In the Central Workshop they are engaged in the Electrical Section, Painting Section, Carpentry Section, Sheet Metal Section, etc. In fact it could be seen from the information submitted by the Respondent itself that daily rated labourers are engaged for every work other than the work of a Medical Practitioner, qualified nurse and such other qualified persons required in a hospital.

12. It is the case of the petitioner that the concerned workmen were not given even the benefits due to daily workers. It could be seen that even Provident Fund Scheme was not applicable to them denying them the benefit. Ext.W86 is the order passed by the Regional Provident Fund Commissioner directing the Respondent to pay the outstanding dues towards the Provident Fund. It was only after this order the Respondent started contributing towards Provident Fund for the daily rated workers. There is the evidence given by WW2 and WW3 that they are not given weekly leave with wages, nor given any holidays. They are not entitled to any leave including maternity leave. One of the workmen had approached the High Court and had obtained direction to provide the benefit of Maternity Leave. The workmen are directed to wear uniform. By a communication, the colour of the uniform is prescribed. However, it is to be done at the cost of the workman itself. The Respondent did not find it necessary even to provide uniforms though they insisted on uniforms.

13. Ext.W105 to Ext.W109 are the orders sanctioning budget for engagement of daily rated labourers. These are of the years 2004 and 2005. The Respondent was resorting to engagement of daily rated labourers during all this time in large scale. One of the sanction order states that engagement of a person should not be for more than 10 days continuously though engagement is required for entire 31 days of the month. Ext.W116 contains experience certificates issued to different workman. This shows that workers were being engaged even from 1986. Ext.W114 and Ext.W115 are payment vouchers of 2008 showing engagement during this period. Ext.W142 and Ext.W143, communications from the different departments also are there showing engagement of workers on daily rated basis for every kind of work that would be available in a hospital and a medical college. Ext.W125 contains details of workers alongwith annexure regarding the nature of work done by them. This shows that they have been working as Nursing Orderly, Stretcher Bearer, Safaiwala, etc. At the bottom of the details there is a certificate by the Chief Medical Officer to the effect that the engagement was only for work which is casual, seasonal or intermittent in nature for which regular post cannot be created. It cannot be conceived how the work of Nursing Orderly, Stretcher Bearer and Safaiwala in a hospital becomes seasonal. No expert evidence or opinion is required to assume that these are works which are required to be done permanently and not seasonal in nature. No doubt, the attempt of the establishment in giving such description regarding nature of work was only to defeat the attempt of the workmen to get regularized in the establishment and get the benefits due to them.

14. The counsel for the Respondent has argued based on Uma Devi's case that there are no sanctioned posts in the establishment to take in the temporary workers by way of regularization and so there is no question of allowing their claim for regularization also. In answer to this contention the counsel for the petitioner has referred to the decision of

the Apex Court in DURGAPUR CASUAL WORKERS UNION AND OTHERS VS.. FOOD CORPORATION OF INDIA AND OTHERS reported in 2014 SCC (ONLINE) SC 986 and also UMARALA GRAM PANCHAYAT VS.. THE SECRETARY, MUNICIPAL EMPLOYEES UNION AND OTHERS reported in 2015 SCC (ONLINE) SC 476. In Durgapur Casual Workers case the Apex Court has referred to Maharashtra State Road Transport case (2009 8 SCC 556) where it was held that Uma Devi's case does not denude the industrial and labour courts of their statutory power under Section-30 read with Section-32 of MRTU and PULP ACT to order permanency of the workers who have been victims of unfair labour practice on the part of the employer. It has also quoted the observation that the power of the Labour Court is of wide amplitude and comprehensive within its fold to give direction to the employer to accord permanency to the employees affected by unfair labour practice. The Apex Court has observed that the Industrial Disputes Act is for settlement of industrial disputes and for certain other purposes and prohibits unfair labour practice on the part of the employer in engaging employees as casual or temporary employees for a long period without giving them the status and privileges of permanent employees. It was a case where the Food Corporation had been running Rice Mill for several years through successive contractors but through the same workmen. The direction given by the Industrial Court to regularize the workmen were upheld by the Apex Court. In the Umarala Gram Panchayat case the Panchayat had engaged workmen as Safai Kamdars and they have been working for a period ranging between 18 and 5 years. However, they were considered as daily workers only. It was held that the services of the concerned workmen are permanent in nature since they have worked for more than 240 days in a calendar year from the date of their initial appointment. The Apex Court directed the Gram Panchayat to treat the concerned workmen as permanent employees after 5 years of their initial appointment as daily workmen. So the Respondent cannot take shelter under the contention that in the absence of sanctioned post the workmen are not entitled to regularization.

15. So far as some of the workmen are concerned they might have worked only for 15 days a month. Some of them have been put in one department for 15 days and in some other department for another 15 days. Even if they had worked only for 15 days a month this was only because of the deliberate act on the part of the Respondent to deny work to them for half of the month so as to make them incompetent to claim permanency. The workmen have been working for the Respondent for years and years without any benefits. Certainly, the Respondent was acting in violation of Item-10 of Schedule-V of the Industrial Disputes Act, treating the workers as Coolies or Daily Rated Labourers and making them continue as such for years with the object of depriving them of their status and privileges of permanent workmen. Those workmen who had been working continuously are entitled to be regularized in the service of the Respondent.

16. It is the case of the petitioner in the Claim Statement that the concerned workers should be designated as Multi-Tasking Staff and regularized in the said post. However, the counsel has admitted during trial that the workmen will not be entitled to be regularized as MTS who comes under Group "C". It is pointed that earlier staffs were appointed in Group "D" post, but these were abolished and all those staff who were working in Group "D" were adjusted in Group "C" by promoting them. It is after this the Respondent has resorted to engagement of workmen on daily rated basis. There would be no difficulty for the Respondent in regularizing the workmen as Helpers or in other posts coming under Group "D".

17. The Respondent has raised a contention that the Petitioner Union has no *locus-standi* to raise the dispute on behalf of the workmen. It is not disputed by the Respondent that the petitioner is a registered trade union. The objection of the Respondent seems to be on the basis that subsequently there was a rift in the Union. However, this is not the reason to non-suit the petitioner and deny benefits to the workmen who have put faith on the Union and had asked the Union to raise dispute on their behalf.

18. The petitioner has submitted a list of workmen showing the year of their engagement and other details. Those workmen who have completed 5 years of service as on the date on which the dispute was raised shall be treated as workmen who have been working for a long time as casual workmen and are entitled to be regularized.

In view of the above discussion an Award is passed as below:

The Respondent is directed to regularize all the concerned workmen who have completed 5 years of service as on 05.03.2012 on which date the dispute was raised, in Group "D" post. They will be entitled to regular pay-scale and all other benefits due to permanent workmen, from this date. Arrears of pay due on account of such regularization shall be paid within two months of publication of the Award. In default the amount will carry interest @ 7.5% from the date of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri R. Arochiam Kalaimathi

WW2, Sri S. Kumaravel

WW3, Sri M. Oudayan

For the 2nd Party/Management : MW1, Sri Hawa Singh

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	-	List of disengaged employees complied by the Petitioner union showing their S.No. in the original list of employees and other particulars, including the department of work, period of work from 2008, date of disengagement
Ext.W2	-	List of additional employees who are not provided in the original list
Ext.W3	-	Communication of the Respondent management dated 25.06.2014 to the Regional Labour Commissioner
Ext.W4	-	Notification of the Respondent Management dated 20.12.2013 inviting applications for the post of Multi-Tasking Staff
Ext.W5	-	Communication of the Respondent Management to the Assistant Labour Commissioner dated 20.08.2014
Ext.W6	-	Service Certificate issued by the Respondent Management to one of the workmen dated 27.08.2012
Ext.W7	-	Certificate issued to one of the workmen dated 01.06.2005
Ext.W8	-	Duplicate copy of the coolie vouchers issued to a few of workmen for the month of June 2012
Ext.W9	-	Communication of the Regional Labour Commissioner, Chennai dated 13.08.2014 enclosing the order passed under Minimum Wages Act
Ext.W10	-	Information furnished under Right to Information Act on 12.03.2013
Ext.W11	-	Information furnished under Right to Information Act 12.03.2013
Ext.W12	-	Information furnished under Right to Information Act on 23.06.2014
Ext.W13	-	Information furnished under Right to Information Act on 25.06.2014
Ext.W14	-	Information furnished under Right to Information Act on 03.07.2014
Ext.W15	-	Information furnished under Right to Information Act on 29.05.2014
Ext.W16	-	Information furnished under Right to Information Act on 08.07.2014
Ext.W17	-	Information furnished under Right to Information Act on 28.06.2014
Ext.W18	-	Information furnished under Right to Information Act on 29.05.2014
Ext.W19	-	Information furnished under Right to Information Act on 24.06.2014
Ext.W20	-	Information furnished under Right to Information Act on 02.07.2014
Ext.W21	-	Information furnished under Right to Information Act on 08.09.2013
Ext.W22	-	Information furnished under Right to Information Act on 04.09.2013
Ext.W23	-	Information furnished under Right to Information Act on 22.05.2014
Ext.W24	-	Information furnished under Right to Information Act on 26.05.2014
Ext.W25	-	Information furnished under Right to Information Act on 21.05.2014
Ext.W26	-	Information furnished under Right to Information Act on 09.06.2014
Ext.W27	-	Information furnished under Right to Information Act on 26.05.2014

Ext.W28	-	Information furnished under Right to Information Act on 04.06.2014
Ext.W29	-	Information furnished under Right to Information Act on 24.05.2014
Ext.W30	-	Information furnished under Right to Information Act on 31.05.2014
Ext.W31	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W32	-	Information furnished under Right to Information Act on 24.05.2014
Ext.W33	-	Information furnished under Right to Information Act on 02.06.2014
Ext.W34	-	Information furnished under Right to Information Act on 02.06.2014
Ext.W35	-	Information furnished under Right to Information Act on 04.06.2014
Ext.W36	-	Information furnished under Right to Information Act on 30.05.2014
Ext.W37	-	Information furnished under Right to Information Act 26.05.2014
Ext.W38	-	Information furnished under Right to Information Act on 22.05.2014
Ext.W39	-	Information furnished under Right to Information Act on 28.05.2014
Ext.W40	-	Information furnished under Right to Information Act on 22.05.2014
Ext.W41	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W42	-	Information furnished under Right to Information Act on 06.06.2014
Ext.W43	-	Information furnished under Right to Information Act on 23.05.2014
Ext.W44	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W45	-	Information furnished under Right to Information Act on 30.05.2014
Ext.W46	-	Information furnished under Right to Information Act on 29.05.2014
Ext.W47	-	Information furnished under Right to Information Act on 31.05.2014
Ext.W48	-	Information furnished under Right to Information Act on 23.05.2014
Ext.W49	-	Information furnished under Right to Information Act on 21.05.2014
Ext.W50	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W51	-	Information furnished under Right to Information Act on 23.05.2014
Ext.W52	-	Information furnished under Right to Information Act on 09.06.2014
Ext.W53	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W54	-	Information furnished under Right to Information Act on 04.06.2014
Ext.W55	-	Information furnished under Right to Information Act on 05.06.2014
Ext.W56	-	Information furnished under Right to Information Act on 23.05.2014
Ext.W57	-	Information furnished under Right to Information Act on 05.06.2014
Ext.W58	-	Information furnished under Right to Information Act on 23.05.2014
Ext.W59	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W60	-	Information furnished under Right to Information Act on 30.05.2014
Ext.W61	-	Information furnished under Right to Information Act on 04.06.2014
Ext.W62	-	Information furnished under Right to Information Act on 23.05.2014
Ext.W63	-	Information furnished under Right to Information Act on 06.06.2014
Ext.W64	-	Information furnished under Right to Information Act on 12.08.2014
Ext.W65	-	Information furnished under Right to Information Act on 28.05.2014
Ext.W66	-	Information furnished under Right to Information Act on 03.06.2014
Ext.W67	-	Information furnished under Right to Information Act on 06.06.2014

Ext.W68	-	Information furnished under Right to Information Act on 09.06.2014
Ext.W69	-	Information furnished under Right to Information Act on 28.05.2014
Ext.W70	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W71	-	Information furnished under Right to Information Act on 26.05.2014
Ext.W72	-	Information furnished under Right to Information Act on 09.06.2014
Ext.W73	-	Information furnished under Right to Information Act on 22.05.2014
Ext.W74	-	Information furnished under Right to Information Act on 29.05.2014
Ext.W75	-	Information furnished under Right to Information Act on 04.06.2014
Ext.W76	-	Information furnished under Right to Information Act on 27.05.2014
Ext.W77	-	Information furnished under Right to Information Act on 30.05.2014
Ext.W78	-	Information furnished under Right to Information Act on 21.10.2013
Ext.W79	-	Information furnished under Right to Information Act on 29.10.2013
Ext.W80	-	Information furnished under Right to Information Act on 08.10.2013
Ext.W81	-	Order passed by the Respondent Management sanctioning funds under various departments dated 02.04.2014
Ext.W82	-	Order of the Respondent Management dated 21.12.2012
Ext.W83	-	Copy of the Coolie Register maintained at the EMS Department from 2000 to 2011
Ext.W84	-	Copy of the Coolie Register maintained at the Medical Records Department from 2000 to 2009
Ext.W85	-	List of workmen for whom relief is prayed in the Industrial Dispute
Ext.W86	11.06.2013	Order passed by the Regional Provident Fund Commissioner – II alongwith list particulars of engagement of coolies
Ext.W87	28.08.2012	Circular issued by the Respondent Management requesting The Departmental Heads to enroll the coolies under the Contractor
Ext.W88	13.02.2010	Information furnished by the Respondent Management under the Right to Information Act
Ext.W89	15.07.2009	Information furnished by the Respondent Management under the Right to Information Act
Ext.W90	24.02.2010	Information furnished by the Respondent Management under the Right to Information Act as to the list of Coolies working in each department
Ext.W91	25.06.2012	Information furnished by the Respondent Management under the right to Information Act as to the number of Coolies working in each department
Ext.W92	17.11.2012	Information furnished by the Respondent Management under the Right to Information Act regarding the nature of works done by the Coolies in the various departments
Ext.W93	31.08.2012	Circular issued by the Respondent Management
Ext.W94	31.01.2013	Information furnished by the Respondent Management under the Right to Information Act as to the particulars of Coolies working in various departments after the cleaning work was outsourced to Contractor
Ext.W95	04.09.2012	Order sanctioning additional coolies to various departments
Ext.W96	08.09.2012	Order sanctioning additional coolies to various departments
Ext.W97	04.10.2012	Order sanctioning additional coolies to various Departments
Ext.W98	04.03.2013	Information furnished under the Right to Information Act regarding the names of coolies and the number of days they were working from February, 2011 to March, 2012

Ext.W99	24.08.2013	Information furnished under the Right to Information Act regarding the names of the Coolies and the number of days they were working from April, 2012 to March, 2013
Ext.W100	30.01.2013	Order of the Respondent Management revising the wages of the coolies
Ext.W101	05.02.2013	Order of the Respondent Management regarding revision of wages of the Coolies with annexure
Ext.W102	18.03.2013	Information furnished under the Right to Information Act regarding the list of Coolies and the voucher for making their payments
Ext.W103	27.08.2003	Order of sanction of budget for engagement of Coolies in the emergency medical service department
Ext.W104	17.08.2003	Communication furnishing the details of Coolies engagement in the emergency medical service department
Ext.W105	28.08.2004	Order of sanction of budget for engagement of Coolies in the emergency medical service department
Ext.W106	06.07.2004	Order of sanction of budget for engagement of Coolies in the emergency medical service department
Ext.W107	03.08.2004	Communication furnishing the details of Coolies engaged in the emergency medical service department
Ext.W108	07.06.2005	Order of sanction of budget for engagement of Coolies in the emergency medical service department
Ext.W109	30.04.2005	Order of sanction of budget for engagement of Coolies in the emergency medical service department
Ext.W110	06.05.2005	Communication furnishing the details of Coolies engagement in the emergency medical service department
Ext.W111	31.12.2007	Approval granted for engagement of Coolies in EMS Department
Ext.W112	05.02.2008	Approval for engagement of Coolies in EMS Department
Ext.W113	January 2008	Details of Coolies in EMS Department and the vouchers
Ext.W114	February 2008	Copies of Vouchers of payment in EMS Department
Ext.W115	August 2008	Copies of Vouchers of payment in EMS Department
Ext.W116	1987-2007	Experience certificates issued to workmen by various departments at various occasions
Ext.W117	March 2012	Attendance Register in respect of Central Library
Ext.W118	2006-2008	Shift Duty Allotment Register of EMS Department
Ext.W119	16.07.2008	Order prescribing uniform to the Coolies
Ext.W120	26.09.2013	Communication demanding flag day subscription from the Coolies
Ext.W121	July 2008 – Dec 2011	Particulars of Coolies working in Cardiology Department
Ext.W122	-	Identity Card issued to the daily rated labour
Ext.W123	22.08.2007	Service Certificate issued to one of the daily rated labour
Ext.W124	26.12.2007	Service Certificate issued to one of the daily rated labour
Ext.W125	19.04.2008	Details of Coolies alongwith Certificate that the engagement was seasonal
Ext.W126	15.07.2009	Information furnished under the RTI Act regarding the particulars of Coolies
Ext.W127	24.02.2010	List of daily rated labourers furnished under the RTI Act.
Ext.W128	21.12.2010	Administration Approval granted for engagement of daily rated labourers

Ext.W129	01.08.2011	Communication containing particulars of trainee staffs
Ext.W130	07.08.2011	Copy of Coolie Voucher
Ext.W131	20.08.2011	Administrative approval for engaging daily rated labourers
Ext.W132	August 2011	Copy of Attendance Register
Ext.W133	08.01.2011	Communication contacting the list of trainees
Ext.W134	04.01.2012	Representation of petitioners
Ext.W135	05.03.2012	Industrial Dispute raised by the petitioner
Ext.W136	30.03.2012	Order of the Provident Fund authorities
Ext.W137	30.03.2012	Order of the Provident Fund authorities
Ext.W138	14.07.2012	Circular issued by the Deputy Director (Admn.), JIPMER, Puducherry-6
Ext.W139	25.07.2012	Communication of the ESI authorities
Ext.W140	02.08.2012	Communication of MRD Department detailing the nature of work
Ext.W141	02.08.2012	Communication of Department of Transfusion Medicine detailing the nature of work
Ext.W142	03.08.2012	Communication of Department of Radiotherapy detailing the nature of work
Ext.W143	03.08.2012	Communication of Department of Emergency medical detailing the nature of work
Ext.W144	07.08.2012	Circular of the Deputy Director (Admn.) constituting committee of assessment
Ext.W145	23.08.2012	Conciliation proceedings before the Assistant Labour Commissioner, Puducherry
Ext.W146	01.04.2016	List of workmen published by Respondent Management linked with AADHAR

On the Management's side

Ex.No.	Date	Description
Ext.M1	25.05.2017	Letter of Authorization
Ext.M2	26.11.2013	ALC (Central) Failure Report
Ext.M3	07.01.2014	Vacate Stay Order of Hon'ble High Court, Chennai in WP No. 21975/2013
Ext.M4	14.10.2013	JHEU Letter
Ext.M5	-	Constitution, Bye-Laws, Member list of JHEU
Ext.M6	22.03.2012	JIPMER Memorandum recognizing JHEU with conditions
Ext.M7	-	Proceedings of Conciliation Officer i.e. ALC (Central), Puducherry
Ext.M8	-	Replies filed in WP No. 5929/2012 & WP no. 21975/20132
Ext.M9	14.08.2013	EPF Tribunal, New Delhi Order
Ext.M10	-	Reply filed in OA No. 310/000149/2014 filed before Hon'ble Central Administrative Tribunal, Chennai
Ext.M11	31.01.2014	Orders of the Hon'ble Central Administrative Tribunal, Chennai in OA No. 1660/2013
Ext.M12	-	Model Recruitment Rules for the post of MTS for Group "C" in GP 1800
Ext.M13	-	Copy of the WP filed in WP No. 5929/2012 by Paneerselvam, Executive, Presiding of JIPMER Hosp. Empl.Union before the Hon'ble High Court, Madras
Ext.M14	-	Copy of the Order passed in WP No. 5929/2012 by the Hon'ble High Court, Madras dated 21.03.2017
Ext.M15	-	Copy of the Writ Petition filed in WP No. 21975/2013 filed by Paneerselvam, Executive President of JIPMER Hospital Employees Union before the Hon'ble High Court, Madras
Ext.M16	-	Copy of the Order passed in WP No. 21975/2013 by the Hon'ble High Court, Madras dated 21.03.2017

Ext.M17	-	Copy of the Writ Petition filed in WP No. 17466/2013 and WP 17467/2013 filed by Paneerselvam, Executive President of JIPMER Hospital Employees Union before the Hon'ble High Court, Madras
Ext.M18	-	Copy of the Common Counter Affidavit filed in WP No. 17466/2013 & WP 17467/2013 filed before the Hon'ble High Court, Madras by JIPMER
Ext.M19	-	Copy of the Order passed in WP No. 17466/2013 by the Hon'ble High Court, Madras dated 21.03.2017
Ext.M20	-	Copy of the Order passed in WP No. 17467/2013 by the Hon'ble High Court, Madras dated 21.03.2017
Ext.M21	-	Copy of Writ Petition filed in WP No. 30026/2014 filed by Paneerselvam, Executive President of JIPMER Hospital Employees Union before the Hon'ble High Court, Madras
Ext.M22	-	Copy of the Counter Affidavit filed in WP No. 30026/2014 before the Hon'ble High Court, Madras by JIPMER
Ext.M23	-	Copy of the Order passed in WP No. 30026/2014 by the Hon'ble High Court, Madras dated 21.03.2017
Ext.M24	-	Copy of the Original Petition filed in OA 137/2014 by Kannan & 18 Other before the Hon'ble Central Administrative Tribunal, Madras
Ext.M25	-	Copy of the reply filed by JIPMER in OA No. 137/2014 before the Hon'ble Central Administrative Tribunal, Madras by V. Kannan & 19 Others
Ext.M26	-	Copy of the Original Petition filed in OA 149/2014 by K. Vinayagam & 2 Others before the Hon'ble Central Administrative Tribunal, Madras
Ext.M27	-	Copy of the reply filed in OA 149/2014 filed before the Hon'ble Central Administrative Tribunal, Madras by K. Vinayagam & 2 Others
Ext.M28	-	Copy of the Writ Petition filed in WP No. 12038/2015 before the Hon'ble High Court, Madras by JIPMER
Ext.M29	-	Copy of the Counter Affidavit filed in WP No. 12038/2015 before the Hon'ble High Court, Madras by K. Srikanth, present General Secretary of JIPMER Hospital Employees Union
Ext.M30	-	Copy of the Counter Affidavit filed in WP No. 12038/2015 before the Hon'ble High Court, Madras by Paneerselvam, President of JIPMER Hospital Employees Union
Ext.M31	-	Copy of the Interim Orders passed in WP No. 12038/2015 by the Hon'ble High Court, Madras on 28.04.2015, 10.08.2015 and 05.11.2015
Ext.M32	-	Copy of the Order passed in WP No. 12038/2015 by the Hon'ble High Court, Madras dated 21.03.2017
Ext.M33	-	Copy of the CCS (RSA) Rules 1993
Ext.M34	-	Copy of the Office Memorandum dated 30.04.2015 issued by JIPMER stating the approval of the New Office bearers and recognizing the JIPMER Hospital Employees Union
Ext.M35	-	Copy of the letter dated 21.08.2016 given by the General Secretary of the present recognized JIPMER Hospital Employees Union to the Director, JIPMER to take action against Paneerselvam
Ext.M36	-	Copy of the letter dated 23.09.2016 given by the present recognized JIPMER Hospital Employees Union to the Registrar (Judicial), High Court, Madras
Ext.M37	-	Copy of the letter dated 14.01.2016 to the President of JIPMER by Paneerselvam, President of a newly formed Union under the name "JIPMER National Importance Hospital Union" seeking recognition of the said Union

Ext.M38	-	Copy of the letter 02.07.2016 to the Director, JIPMER by Paneerselvam, President and General Secretary intimating one day hunger fast on 11.07.2017 under the banner of “JIPMER National Importance Hospital Union”
Ext.M39	-	Copy of the Order passed in OA 404/2014 by the Hon’ble Central Administrative Tribunal, Madras dated 09.12.2014.

नई दिल्ली, 31 जुलाई, 2017

का.आ. 1838.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, राष्ट्रीय निर्देशात्मक मीडिया संस्थान, रोजगार और प्रशिक्षण निदेशालय, चेन्नई एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 47/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.07.2017 को प्राप्त हुआ था।

[सं. एल-42012/118/2016-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 31st July, 2017

S.O. 1838.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 47/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in Annexure, in the industrial dispute between the employers in relation to the Director, National Instructional Media Institute, Directorate General of Employment and Training, Chennai and their workman, which was received by the Central Government on 10.07.2017.

[No. L-42012/118/2016-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 23rd June, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 47/2017

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of National Instructional Media Institute and their workman)

BETWEEN :

Smt. S. Abithakujambal : 1st Party/Petitioner

AND

The Director : 2nd Party/Respondent
National Instructional Media Institute
Directorate General of Employment &
Training
Post Box No. 3142, CIT Campus,
Guindy Industrial Estate
Chennai-600032

Appearance :

For the 1st Party/Petitioner : In Person

For the 2nd Party/Respondent : -

AWARD

The Central Government, Ministry of Labour & Employment, vide its Order No. L-42012/118/2016-IR (DU) dated 09.05.2017. referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the termination of Smt. Abithakujambal by the Management of National Instructional Media Institute, Government of India, Ministry of Skill Development and Entrepreneurship, Guindy is legal and justified? If not, to what relief the workman is entitled to?”

2. ID 46/2016 filed directly by the petitioner regarding the same subject matter is pending before this Tribunal. The petitioner does not want to proceed with this ID in view of this. She has made endorsement to the effect that she is not pressing this ID

Accordingly the ID is closed.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this the 23rd June, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1839.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उपाध्यक्ष, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 8/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/149/2011-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1839.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 8/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Vice President, Delhi Development Authority, Vikas Sadan, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/149/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 8/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No. F-235, Vijay Vihar, Phase I,
Delhi-110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act), by this Tribunal, vide letter No.L-42011/149/2011-IR(DU) dated 03.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority (DDA) in not paying the OT wages claim of Rs.114950.00 for the period from 06.01.1983 to 17.06.1990 for 12 hours per day instead of 8 hours per day to Shri Raghunath Pandey S/o Shri Inder Pandey is legal and justified? What relief the workman is entitled to?

2. Brief facts giving rise to the present reference are that Shri Raghunath Pandey (in short the claimant) has been working as security guard since July 1980 with Delhi Development Authority (in short the management) and was appointed vide letter Annexure 1 by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours since March 1981 to December 1992. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2006 that one of his co-workers Shri Lakhan Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2005 stating that the management owed him an amount of Rs.1,76,066.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA application No.15/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him.

5. On merits, management has denied the factum of engagement of the claimant with effect from July 1980 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time due and needful is detailed, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. Based on the pleadings of the parties, my learned predecessor vide order dated 12.07.2012 framed the following issues:

- (i) Whether an individual dispute has been referred by the appropriate Government for want of espousal of the representative union in the establishment of the management?
- (ii) Whether the dispute is stale since it is raised after unexplained delay of 20 years?
- (ii) As in terms of reference

7. Various preliminary objections raised by the management was answered in order dated 02.08.2012 when the case was listed for evidence of the claimant.

8. Claimant, in support of his case, examined himself as WW1 and his affidavit is Ex.WW1/A. He has also relied on documents Ex.WW1/1 to Ex.WW1/11. There after case was listed for remaining evidence of the claimant. However, despite various opportunities no other witness of the claimant was produced, hence evidence of the claimant

was closed on 11.03.2015. In order to rebut the case of the claimant, management examined Shri T.P. Singh, Deputy Director as MW1, whose affidavit is Ex.MW1/A. He also tendered order dated 18.06.1990 as Ex.MW1/1.

9. It is pertinent to note here that when the case was at the stage of evidence of the management, claimant on most of the hearings was not present. Even Shri T.P Singh, witness of the management was not cross examined as none was present on behalf of the claimant on 16.02.2017. Even on the previous four dates of hearing, none appeared on behalf of the claimants, which clearly shows that the claimant was no more interested in the matter.

10. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

Findings on Issue No.(i)

11. There is no precise definition of the term espousal under the Act. However, from the various authorities rendered by the court, it is clear that espousal means that the industrial dispute is adopted by the union as its own dispute and considerable number of workmen have given support to the case of an individual claimant. It has been held in the Workers Union Vs.. 7th Industrial Tribunal Calcutta (1994 FLR 701) that once a dispute is referred to a Tribunal by the appropriate Government, presumption would arise that such a dispute is properly espoused through the union. Since the management has not led any specific evidence regarding non-espousal of the present by the union of the claimant and matter has now been referred for adjudication under Section 10 of the Act, as such presumption arises in favour of the claimant.

Findings on Issue No.(ii)

12. It was urged on behalf of the management that reference was made by the Central government is quite late and the claimant has not approached the union at the earliest. This claimant is guilty of delay and laches in approaching the government as well as this court so late. To my mind, there is no merit in the contention of the management and legitimate claims of the parties cannot be defeated purely on legal or trivial grounds by the management by resorting to doctrine of delay and laches. It has been held in the case of Raghubir Singh Vs. General Manager, Haryana roadways (AIR 2014 SC weekly 5515) that reference can be made by the appropriate Government at any time and provisions of Limitation Act do not apply to proceedings under the ID Act. Normally reference made under Section 10 of the Act cannot be rejected by the Tribunal on account of delay and laches and the same view has been taken in Mange Lal Vs. State of Himachal Pradesh (2016 Lab.IC 380).

13. Yet, again in the case of Sapan Kumar Pandit Vs. Uttar Pradesh State Electricity Board (AIR 2001 SC 2562). Question of limitation or delay and laches was considered. It was a case where Government referred a dispute to the Labour court for adjudication after 17 years from the date of termination of the workman. Management filed writ petition in the High Court seeking quashing of proceedings pending before the Labour Court. High Court quashed the reference made by the Government on the grounds of inordinate delay. However, when matter reached the Hon'ble apex Court, it was found that delay was on account of justified reasons and judgement of the High Court was set aside. There are observations that when a dispute has been referred by way of reference under Section 10 of the Act for adjudication, plea of the management regarding delay and laches, limitation etc. normally is to be rejected. Further, court held that if an industrial dispute is in existence from the date of reference, in that eventuality, power to make reference would always be there despite plea of delay and laches. In the wake of the legal position discussed above, plea of delay and laches raised by the management is without merit and the same is rejected. Issue is, therefore decided in favour of the claimant and against the management.

14. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.114950.00 for the period 06.01.1983 to 17.06.1990. It is also not out of place to mention here that services of the claimant was transferred to MCD on 18.06.1990. Thereafter, claimant approached Delhi Development Authority Employees Welfare Council for payment of overtime wages. Shri Raghunath Pandey, while appearing as WW1, admitted in his cross examination that on 18.06.1990, his services were transferred from Delhi Development Authority to MCD. He has further made a vital admission that his personal file as well as service book etc were also sent to MCD on transfer of his services. He also admitted that no written order was issued to him by any officer commanding him to perform overtime work during the period in respect of which he has filed the present claim. Though he further stated that he was marking his attendance in the attendance register regarding overtime work yet there is no record filed by the claimant to prove the same. It is also revealed from the record that an application was filed by the claimant for production of record pertaining to his overtime wages and the same was rejected by my learned predecessor vide order dated 14.11.2013.

15. Admittedly, in the case on hand, as per the case of the claimant, his services were transferred to MCD from Delhi Development Authority on 18.06.1990 and his service record as well as personal file etc., as per his own admission while appearing as WW1, was also transferred to MCD. In that eventuality, proper course for the claimant was to file application against MCD for production of his service record, attendance register, including the register for overtime wages etc, but the claimant has chosen not to follow the required path so as to prove his case against the

management. During the course of arguments, factum of engagement of the claimant by DDA was not categorically disputed even by the management and thrust of the submission raised on behalf of the management was to the effect that now there is no relationship of employer and employee between the claimant and the management of DDA as services of the claimant stood transferred in 1990 to MCD, which fact has duly been admitted by the claimant in his evidence. Claimant has not impleaded MCD as a party, who was having the attendance as well as other service record of the claimant. Letter/notice Ex.WW1/3 shows that DDA Employees Welfare Council took up the matter of the claimant on 09.07.1991 and submitted the same to the management of DDA whereas his service stood transferred to MCD with effect from 18.06.1990.

16. Claimant has also filed copy of order in LCA No.196/1993 Ex.WW1/8 which was filed by one Shri Lakhan Singh against the management of DDA. A careful perusal of the said letter would show that the claimant Shri Lakhan Singh had also claimed overtime wages which was not paid by the management of DDA. Claim of the workman Shri Lakhan Singh was allowed to the extent of Rs.1,66,206.00 for the period 16.11.1992 to 31.01.1993. However, it is clear that in the said case, claimant has filed all the necessary documents in support of his claim so as to discharge the onus of proving that he has really worked during the said period whereas in the case on hand claimant has not filed any service record or overtime record/attendance record showing that he has really worked overtime during the period for which overtime was being claimed by the claimant.

17. There is another order in LCA No.11/2006 titled 'Raghunath Pandey Vs. DDA' filed by the claimant, which was decided on 23.04.2008, which the claimant had earlier filed. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claimant an amount of Rs.1,14,950.00 as dues amount towards overtime wages from 06.01.1983 to 17.06.1990. In the present case also by way of reference, in fact claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the award Ex.WW1/12 has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order Ex.WW1/12. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order of the Labour Court Ex.WW1/12 is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any cogent or reliable evidence so as to show that he has performed overtime work for the period 06.01.1983 to 17.06.1990. Moreover, from 1983 till 1990 he was in the employment of DDA and thereafter, he ceased to be an employee of DDA as his services stood transferred to MCD. To my mind, MCD was a necessary party for effective adjudication of the controversy and it was necessary for the claimant to have filed relevant record pertaining to attendance as well as overtime work done for the period for which the claimant has claimed overtime wages. Having failed to do so, it is held that claimant has miserably failed to prove that he is entitled for any overtime wages.

18. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority (DDA) in not paying overtime wages claim of Rs.1,14,950.00 for the period from 06.01.1983 to 17.06.1990 for 12 hours per day instead of 8 hours per day to Raghunath Pandey S/o Shri Inder Pandey is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 12, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1840.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उपाध्यक्ष, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 9/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/152/2011-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1840.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 9/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Vice President, Delhi Development Authority, Vikas Sadan, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/152/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 9/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No. F-235, Vijay Vihar, Phase I,
Delhi-110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act), by this Tribunal, vide letter No.L-42011/152/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority(DDA) in not paying the OT wages claim of Rs.176066.00 for the period from 06.03.1981 to 31.12.1992 for 12 hours per day instead of 8 hours per day to Shri Brahm Prakash S/o Shri Chunni Lal is legal and justified? What relief the workman is entitled to?

2. Brief facts giving rise to the present reference are that Shri Brahm Prakash (in short the claimant) has been working as security guard since 06.03.1981 with Delhi Development Authority(in short the management) and was appointed vide letter Annexure 1 by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours since March 1981 to December 1992. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2006 that one of his co-workers Shri Lakhan Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2005 stating that the management owed him an amount of Rs.1,76,066.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter.

Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA application No.15/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed amended written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time due and needful is detailed, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. Based on the pleadings of the parties, my learned predecessor vide order dated 12.07.2012 framed the following issues:

- (i) Whether an individual dispute has been referred by the appropriate Government for want of espousal of the representative union in the establishment of the management?
- (ii) As in terms of reference

7. Claimant, never entered the witness to testify facts. Hence, he was proceeded ex-parte on 11.03.2015. Management examined Shri T.P. Singh, Deputy Director as MW1, whose affidavit is Ex.MW1/A. He also tendered order dated 18.06.1990 as Ex.MW1/1.

8. It is pertinent to note here that when the case was at the stage of evidence of the management, claimant on most of the hearings was not present. Even Shri T.P Singh, witness of the management was not cross-examined as none was present on behalf of the claimant on 16.02.2017. Even on the previous four dates of hearing, none appeared on behalf of the claimants, which clearly shows that the claimant was no more interested in the matter.

9. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

Findings on Issue No.1

10. There is no precise definition of the term espousal under the Act. However, from the various authorities rendered by the court, it is clear that espousal means that the industrial dispute is adopted by the union as its own dispute and considerable number of workmen have given support to the case of an individual claimant. It has been held in the Workers Union Vs. 7th Industrial Tribunal Calcutta (1994 FLR 701) that once a dispute is referred to a Tribunal by the appropriate Government, presumption would arise that such a dispute is properly espoused through the union. Since the management has not led any specific evidence regarding non-espousal of the present by the union of the claimant and matter has now been referred for adjudication under Section 10 of the Act, as such presumption arises in favour of the claimant.

Findings on Issue No.2

10. Now, the residual question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.1,76,066.00 for the period 06.03.1981 to 31.12.1992. Since the claimant has never entered the witness box to testify facts despite grant of several opportunities, this Tribunal is of the opinion that the claimant is no more interested in progress of the case on merits. Hence, this Tribunal is left with no other option but to pass a 'No Claim/Dispute Award'. However, it is made clear that there is no adjudication of the case on merits, as such, claimant is still at liberty to agitate his cause in accordance with law. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 13, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1841.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उपाध्यक्ष, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 11/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/150/2011-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 11/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Vice-President, Delhi Development Authority, Vikas Sadan, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/150/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 11/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No. F-235, Vijay Vihar, Phase I,
Delhi-110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act), by this Tribunal, vide letter No.L-42011/150/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority(DDA) in not paying the OT wages claim of Rs.125750.00 for the period from 18.02.1982 to 31.12.1990 for 12 hours per day instead of 8 hours per day to Shri Parveen Kumar S/o Shri Vedanand is legal and justified? What relief the workman is entitled to?’

2. Brief facts giving rise to the present reference are that Shri Parveen Kumar (in short the claimant) has been working as security guard since 1982 with Delhi Development Authority(in short the management) and was appointed vide letter Annexure 1 by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours since 06.01.1983 to 17.06.1990. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2006 that one of his co-workers Shri Lakhan Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2006 stating that the management owed him an amount of Rs.1,14,950.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter.

Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA application No. 20/2006 vide order dated 19.03.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him. There exists no relationship of employer and employee between the claimant and the management as the claimant is now working with Municipal Corporation of Delhi (MCD) since 1990. Service record of the claimant was also handed over to MCD.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time due and needful is detailed, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. It is revealed from record that no specific issue was framed by my learned predecessor and various preliminary objections raised by the management was answered in order dated 01.05.2012 when the case was listed for evidence of the claimant.

7. Claimant, in support of his case, examined himself as WW1 and his affidavit is Ex.WW1/A. He has also relied on documents Ex.WW1/1 to Ex.WW1/13. There after case was listed for remaining evidence of the claimant. However, despite various opportunities no other witness of the claimant was produced, hence evidence of the claimant was closed on 11.03.2015. In order to rebut the case of the claimant, management examined Shri T.P. Singh, Deputy Director as MW1, whose affidavit is Ex.MW1/A. He also tendered order dated 18.06.1990 as Ex.MW1/1.

8. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.125750.00 for the period 18.02.1982 to 31.12.1990. It is also not out of place to mention here that services of the claimant was transferred to MCD on 18.06.1990. Thereafter, claimant approached Delhi Development Authority Employees Welfare Council for payment of overtime wages. Shri Parveen Kumar, while appearing as WW1, admitted in his cross-examination that on 18.06.1990, his services were transferred from Delhi Development Authority to MCD. He has further made a vital admission that his personal file as well as service book etc were also sent to MCD on transfer of his services. He also admitted that no written order was issued to him by any officer commanding him to perform overtime work during the period in respect of which he has filed the present claim. Though he further stated that he was marking his attendance in the attendance register regarding overtime work yet there is no record filed by the claimant to prove the same. It is also revealed from the record that an application was filed by the claimant for production of record pertaining to his overtime wages and the same was rejected by my learned predecessor vide order dated 14.11.2013.

9. Admittedly, in the case on hand, as per the case of the claimant, his services were transferred to MCD from Delhi Development Authority on 18.06.1990 and his service record as well as personal file etc., as per his own admission while appearing as WW1, was also transferred to MCD. In that eventuality, proper course for the claimant was to file application against MCD for production of his service record, attendance register, including the register for overtime wages etc, but the claimant has chosen not to follow the required path so as to prove his case against the management. During the course of arguments, factum of engagement of the claimant by DDA was not categorically disputed even by the management and thrust of the submission raised on behalf of the management was to the effect that now there is no relationship of employer and employee between the claimant and the management of DDA as services of the claimant stood transferred in 1990 to MCD, which fact has duly been admitted by the claimant in his evidence. Claimant has not impleaded MCD as a party, who was having the attendance as well as other service record of the claimant. Letter/notice Ex.WW1/2 shows that DDA Employees Welfare Council took up the matter of the claimant on 09.07.1991 and submitted the same to the management of DDA whereas his service stood transferred to MCD with effect from 18.06.1990.

10. Claimant has also filed copy of order in LCA No.196/1993 Ex.WW1/6 which was filed by one Shri Lakhman Singh against the management of DDA. A careful perusal of the said letter would show that the claimant Shri Lakhman Singh had also claimed overtime wages which was not paid by the management of DDA. Claim of the workman Shri Lakhman Singh was allowed to the extent of Rs.1,66,206.00 for the period 16.11.1992 to 31.01.1993. However, it is clear that in the said case, claimant has filed all the necessary documents in support of his claim so as to discharge the onus of proving that he has really worked during the said period whereas in the case on hand claimant has not filed any

service record or overtime record/attendance record showing that he has really worked overtime during the period for which overtime was being claimed by the claimant.

11. There is another order in LCA No.20/2006 titled 'Parveen Kumar Vs. DDA' filed by the claimant, which was decided on 23.04.2008, which the claimant had earlier filed. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claimant an amount of Rs.1,25,750.00 as dues amount towards overtime wages from 1982 to 1990. In the present case also by way of reference, in fact claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the award Ex.WW1/13 has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order Ex.WW1/13. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order of the Labour Court Ex.WW1/13 is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any cogent or reliable evidence so as to show that he has performed overtime work for the period 1982 to 1990. Moreover, from 1983 till 1990 he was in the employment of DDA and thereafter, he ceased to be an employee of DDA as his services stood transferred to MCD. To my mind, MCD was a necessary party for effective adjudication of the controversy and it was necessary for the claimant to have filed relevant record pertaining to attendance as well as overtime work done for the period for which the claimant has claimed overtime wages. Having failed to do so, it is held that claimant has miserably failed to prove that he is entitled for any overtime wages.

12. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority (DDA) in not paying overtime wages claim of Rs.1,25,750.00 for the period from 19.02.1982 to 31.12.1990 for 12 hours per day instead of 8 hours per day to Shri Parveen Kumar S/o Shri Vedanand is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 13, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1842.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उपाध्यक्ष, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 13/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/147/2011-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1842.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 13/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Vice-President, Delhi Development Authority, Vikas Sadan, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/147/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI****ID No. 13/2012**

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No. F-235, Vijay Vihar, Phase I,
Delhi-110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act), by this Tribunal, vide letter No.L-42011/147/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority(DDA) in not paying the OT wages claim of Rs.89150.00 for the period from 01.03.1985 to 31.12.1990 for 12 hours per day instead of 8 hours per day to Shri Vishamber Dayal S/o late Shri Om Prakash Sharma is legal and justified? What relief the workman is entitled to?

2. Brief facts giving rise to the present reference are that Shri Vishamber Dayal (in short the claimant) has been working as security guard since 03.01.1985 with Delhi Development Authority(in short the management) and was appointed vide letter Annexure A by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours since 06.01.1983 to 17.06.1990. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2006 that one of his co-workers Shri Lakhan Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2006 stating that the management owed him an amount of Rs.1,14,950.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA application No.12/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him. There exists no relationship of employer and employee between the claimant and the management as the claimant is now working with Municipal Corporation of Delhi (MCD) since 1990. Service record of the claimant was also handed over to MCD.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time due and needful is detailed, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. It is revealed from record that no specific issue was framed by my learned predecessor and various preliminary objections raised by the management was answered in order dated 01.05.2012 when the case was listed for evidence of the claimant.

7. Claimant, in support of his case, examined himself as WW1 and his affidavit is Ex.WW1/A. He has also relied on documents Ex.WW1/1 to Ex.WW1/11. There after case was listed for remaining evidence of the claimant. However, despite various opportunities no other witness of the claimant was produced, hence evidence of the claimant was closed on 11.03.2015. In order to rebut the case of the claimant, management examined Shri T.P. Singh, Deputy Director as MW1, whose affidavit is Ex.MW1/A. He also tendered order dated 18.06.1990 as Ex.MW1/1..

8. It is pertinent to note here that when the case was at the stage of evidence of the management, claimant on most of the hearings was not present. Even Shri T.P Singh, witness of the management was not cross examined as none was present on behalf of the claimant on 16.02.2017. Even on the previous four dates of hearing, none appeared on behalf of the claimants, which clearly shows that the claimant was no more interested in the matter.

9. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

10. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.89,150.00 for the period 01.03.1985 to 31.12.1990. It is also not out of place to mention here that services of the claimant was transferred to MCD in June 1990. Thereafter, claimant approached Delhi Development Authority Employees Welfare Council for payment of overtime wages. Shri Vishamber Dayal, while appearing as WW1, admitted in his cross examination that on 18.06.1990, his services were transferred from Delhi Development Authority to MCD. He has further made a vital admission that his personal file as well as service book etc were also sent to MCD on transfer of his services. He also admitted that no written order was issued to him by any officer commanding him to perform overtime work during the period in respect of which he has filed the present claim. Though he further stated that he was marking his attendance in the attendance register regarding overtime work yet there is no record filed by the claimant to prove the same. It is also revealed from the record that an application was filed by the claimant for production of record pertaining to his overtime wages and the same was rejected by my learned predecessor vide order dated 14.11.2013.

11. Admittedly, in the case on hand, as per the case of the claimant, his services were transferred to MCD from Delhi Development Authority on 18.06.1990 and his service record as well as personal file etc., as per his own admission while appearing as WW1, was also transferred to MCD. In that eventuality, proper course for the claimant was to file application against MCD for production of his service record, attendance register, including the register for overtime wages etc, but the claimant has chosen not to follow the required path so as to prove his case against the management. The claimant has also tendered in evidence memorandum Ex.WW1/1 which shows that the claimant was offered temporary post of W/C Chowkidar in Delhi Development Authority in the pay scale of Rs.196-3-220. Post was purely temporary in nature and the appointment was valid until further orders. During the course of arguments, factum of engagement of the claimant by DDA was not categorically disputed even by the management and thrust of the submission raised on behalf of the management was to the effect that now there is no relationship of employer and employee between the claimant and the management of DDA as services of the claimant stood transferred in 1990 to MCD, which fact has duly been admitted by the claimant in his evidence. Claimant has not impleaded MCD as a party, who was having the attendance as well as other service record of the claimant. Letter/notice Ex.WW1/3 shows that DDA Employees Welfare Council took up the matter of the claimant on 09.07.1991 and submitted the same to the management of DDA whereas his service stood transferred to MCD with effect from 18.06.1990.

12. Claimant has also filed copy of order in LCA No.196/1993 Ex.WW1/6 which was filed by one Shri Lakhan Singh against the management of DDA. A careful perusal of the said letter would show that the claimant Shri Lakhan Singh had also claimed overtime wages which was not paid by the management of DDA. Claim of the workman Shri Lakhan Singh was allowed to the extent of Rs.1,66,206.00 for the period 16.11.1992 to 31.01.1993. However, it is clear that in the said case, claimant has filed all the necessary documents in support of his claim so as to discharge the onus of proving that he has really worked during the said period whereas in the case on hand claimant has not filed any service record or overtime record/attendance record showing that he has really worked overtime during the period for which overtime was being claimed by the claimant.

13. There is another order in LCA No.18/2006 titled 'Bishambar Dayal Vs.. Delhi Development Authority' filed by the claimant, which was decided on 23.04.2008, which the claimant had earlier filed. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claimant an amount of Rs.89,150.00 as dues amount towards overtime wages from 01.03.1985 to 31.12.1990. In the present case also by way of reference, in fact claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the award Ex.WW1/11 has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform

duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order Ex.WW1/11. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order of the Labour Court Ex.WW1/11 is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any cogent or reliable evidence so as to show that he has performed overtime work for the period 01.03.1985 to 31.12.1990. Moreover, from 1983 till 1990 he was in the employment of DDA and thereafter, he ceased to be an employee of DDA as his services stood transferred to MCD. To my mind, MCD was a necessary party for effective adjudication of the controversy and it was necessary for the claimant to have filed relevant record pertaining to attendance as well as overtime work done for the period for which the claimant has claimed overtime wages. Having failed to do so, it is held that claimant has miserably failed to prove that he is entitled for any overtime wages.

14. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority (DDA) in not paying overtime wages claim of Rs.89,150.00 for the period from 01.03.1985 to 31.12.1990 for 12 hours per day instead of 8 hours per day to Shri Vishamber Dayal S/o late Shri Om Prakash Sharma is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 13, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1843.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उपाध्यक्ष, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 16/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/144/2011-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1843.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 16/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Vice President, Delhi Development Authority, Vikas Sadan, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/144/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 16/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No. F-235, Vijay Vihar, Phase I,
Delhi-110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act), by this Tribunal, vide letter No.L-42011/144/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority (DDA) in not paying the OT wages claim of Rs.166612.00 for the period from 06.03.1984 to 21.05.1993 for 12 hours per day instead of 8 hours per day to Shri Ranbir Singh S/o Shri Bani Singh is legal and justified? What relief the workman is entitled to?’

2. Brief facts giving rise to the present reference are that Shri Ranbir Singh (in short the claimant) has been working as security guard since 06.03.1984 with Delhi Development Authority (in short the management) and was appointed vide letter Annexure 1 by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours since March 1981 to December 1992. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2006 that one of his co-workers Shri Lakhman Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2005 stating that the management owed him an amount of Rs.1,76,066.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA application No.15/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed amended written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time due and needful is detailed, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. Based on the pleadings of the parties, my learned predecessor vide order dated 12.07.2012 framed the following issues:

- (i) Whether an individual dispute has been referred by the appropriate Government for want of espousal of the representative union in the establishment of the management?
- (ii) As in terms of reference

7. Claimant, never entered the witness to testify facts. Hence, he was proceeded ex-parte on 11.03.2015. Management examined Shri T.P. Singh, Deputy Director as MW1, whose affidavit is Ex.MW1/A. He also tendered order dated 18.06.1990 as Ex.MW1/1.

8. It is pertinent to note here that when the case was at the stage of evidence of the management, claimant on most of the hearings was not present. Even Shri T.P Singh, witness of the management was not cross examined as none was

present on behalf of the claimant on 16.02.2017. Even on the previous four dates of hearing, none appeared on behalf of the claimants, which clearly shows that the claimant was no more interested in the matter.

9. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

Findings on Issue No.1

10. There is no precise definition of the term espousal under the Act. However, from the various authorities rendered by the court, it is clear that espousal means that the industrial dispute is adopted by the union as its own dispute and considerable number of workmen have given support to the case of an individual claimant. It has been held in the Workers Union Vs.. 7th Industrial Tribunal Calcutta (1994 FLR 701) that once a dispute is referred to a Tribunal by the appropriate Government, presumption would arise that such a dispute is properly espoused through the union. Since the management has not led any specific evidence regarding non-espousal of the present by the union of the claimant and matter has now been referred for adjudication under Section 10 of the Act, as such presumption arises in favour of the claimant.

Findings on Issue No.2

10. Now, the only question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.166612.00 for the period 06.03.1984 to 21.05.1993. Since the claimant has never entered the witness box to testify facts despite grant of several opportunities, this Tribunal is of the opinion that the claimant is no more interested in progress of the case on merits. Hence, this Tribunal is left with no other option but to pass a 'No Claim/Dispute Award'. However, it is made clear that there is no adjudication of the case on merits, as such, claimant is still at liberty to agitate his cause in accordance with law. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 13, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1844.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उपाध्यक्ष, दिल्ली विकास प्राधिकरण, विकास सदन, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 17/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/148/2011-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1844.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 17/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Vice President, Delhi Development Authority, Vikas Sadan, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/148/2011-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 17/2012

Shri Ramdas Yadav, authorized representative,
Delhi State General Mazdoor Union (Regd.),
House No. F-235, Vijay Vihar, Phase I,
Delhi-110 085

...Workman

Versus

The Vice President,
Delhi Development Authority, Vikas Sadan,
New Delhi

...Management

AWARD

A reference was received from Ministry of Labour under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act), by this Tribunal, vide letter No.L-42011/148/2011-IR(DU) dated 02.01.2012, for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Delhi Development Authority (DDA) in not paying the OT wages claim of Rs.114950.00 for the period from 06.01.1993 to 17.06.1990 for 12 hours per day instead of 8 hours per day to Shri Satish Kumar, S/o Shri Dharm Singh is legal and justified? What relief the workman is entitled to?’

2. Brief facts giving rise to the present reference are that Shri Satish Kumar (in short the claimant) has been working as security guard since 06.01.1983 with Delhi Development Authority (in short the management) and was appointed vide letter Annexure A by Director (Horticulture), Delhi Development Authority, Rohini Office Complex, Delhi. Claimant had to work for 8 hours per day but the management used to take work from the claimant for 12 hours since 06.01.1983 to 17.06.1990. However, the claimant was being paid wages only for 8 hours instead of 12 hours. Thus, he was not being paid overtime for four hours by the management. Letter was also sent regarding payment of overtime wages by DDA Employees Welfare Council to the management on 09.07.1991.

3. It is the case of the claimant that he came to know in December 2006 that one of his co-workers Shri Lakhman Singh, who was also appointed by the management and had rendered service with the management at several places was also working for 12 hours, was paid overtime wages by the management as per award dated 17.03.2004 passed by Shri D.K. Malhotra, Presiding Officer, Labour Court No.4, Karkardooma Courts, Delhi in L.C.A. No.196/1003 (Annexure 3). Thereafter, the claimant contacted other co-workers also and served demand notice /letter to the management in December 2006 stating that the management owed him an amount of Rs.1,14,950.00 overtime wages for which the claimant has rendered from the month of March 1981 to December 1992. Attendance of the claimant was also marked in the attendance register during his duty hours inside Godown. Demand notice was served upon the management for adjudication of the dispute through DDA Employees Welfare Council on 09.07.1991 and office order dated 10.05.1995 was also issued by the management but no overtime wages was given to the claimant even thereafter. Calculation of dues for overtime by the claimant is fully detailed in Annexure 4. Without considering the case of the claimant, the court in rejected the LCA application No.12/2006 vide order dated 23.04.2008.

4. Claim was contested by the management who filed written statement thereto, taking various preliminary objections, inter alia of resjudicata, maintainability, delay & laches etc. It was specifically averred that the rules prescribed for overtime is fully detailed in Rule 5 of Work Charge Manual-3 of CPWD manual. Claimant was never engaged for performing overtime work in the manner alleged by him. There exists no relationship of employer and employee between the claimant and the management as the claimant is now working with Municipal Corporation of Delhi (MCD) since 1990. Service record of the claimant was also handed over to MCD.

5. On merits, management has denied the factum of engagement of the claimant with effect from 06.03.1981 as Security Guard. In fact, the claimant was engaged on muster roll as Mali Chowkidar and his work primarily was to take care of the park. Salary was paid for the work charge post as per CPWD Manual. It is also denied that the claimant has worked for more than 8 hours with the management or performed any kind of overtime duty. There was no office order regarding performing of over time due and needful is detailed, as mentioned above, in the work charge manual of CPWD. There is prescribed format under Rule 5 for the same which is to be followed by the management. Since the claimant did not perform any overtime duty, as such, the question of payment of overtime allowance does not arise.

6. It is revealed from record that no specific issue was framed by my learned predecessor and various preliminary objections raised by the management was answered in order dated 01.05.2012 when the case was listed for evidence of the claimant.

7. Claimant, in support of his case, examined himself as WW1 and his affidavit is Ex.WW1/A. He has also relied on documents Ex.WW1/1 to Ex.WW1/13. In order to rebut the case of the claimant, management examined Shri T.P. Singh, Deputy Director as MW1, whose affidavit is Ex.MW1/A. He also tendered order dated 18.06.1990 as Ex.MW1/1.

8. It is pertinent to note here that when the case was at the stage of evidence of the management, claimant on most of the hearings was not present. Even Shri T.P Singh, witness of the management was not cross examined as none was present on behalf of the claimant on 16.02.2017. Even on the previous four dates of hearing, none appeared on behalf of the claimants, which clearly shows that the claimant was no more interested in the matter.

9. I have heard Shri Deepak Kumar Dhingra, A/R for the management.

10. Now, the crucial question before this Tribunal is as to whether the claimant is entitled for payment of overtime wages of Rs.1,14,950.00 for the period 06.01.1993 (it should have been 06.01.1983) to 17.06.1990. It is also not out of place to mention here that services of the claimant was transferred to MCD on June 1990. Thereafter, claimant approached Delhi Development Authority Employees Welfare Council for payment of overtime wages. Shri Satish Kumar, while appearing as WW1, admitted in his cross examination that on 18.06.1990, his services were transferred from Delhi Development Authority to MCD. He has further made a vital admission that his personal file as well as service book etc were also sent to MCD on transfer of his services. He also admitted that no written order was issued to him by any officer commanding him to perform overtime work during the period in respect of which he has filed the present claim. Though he further stated that he was marking his attendance in the attendance register regarding overtime work yet there is no record filed by the claimant to prove the same. It is also revealed from the record that an application was filed by the claimant for production of record pertaining to his overtime wages and the same was rejected by my learned predecessor vide order dated 14.11.2013.

11. Admittedly, in the case on hand, as per the case of the claimant, his services were transferred to MCD from Delhi Development Authority on 18.06.1990 and his service record as well as personal file etc., as per his own admission while appearing as WW1, was also transferred to MCD. In that eventuality, proper course for the claimant was to file application against MCD for production of his service record, attendance register, including the register for overtime wages etc, but the claimant has chosen not to follow the required path so as to prove his case against the management. The claimant has also tendered in evidence memorandum Ex.WW1/1 which shows that the claimant was offered temporary post of W/C Chowkidar in Delhi Development Authority in the pay scale of Rs.196-3-220. Post was purely temporary in nature and the appointment was valid until further orders. During the course of arguments, factum of engagement of the claimant by DDA was not categorically disputed even by the management and thrust of the submission raised on behalf of the management was to the effect that now there is no relationship of employer and employee between the claimant and the management of DDA as services of the claimant stood transferred in 1990 to MCD, which fact has duly been admitted by the claimant in his evidence. Claimant has not impleaded MCD as a party, who was having the attendance as well as other service record of the claimant. Letter/notice Ex.WW1/2 shows that DDA Employees Welfare Council took up the matter of the claimant on 09.07.1991 and submitted the same to the management of DDA whereas his service stood transferred to MCD with effect from 18.06.1990.

12. Claimant has also filed copy of order in LCA No.196/1993 Ex.WW1/6 which was filed by one Shri Lakhan Singh against the management of DDA. A careful perusal of the said letter would show that the claimant Shri Lakhan Singh had also claimed overtime wages which was not paid by the management of DDA. Claim of the workman Shri Lakhan Singh was allowed to the extent of Rs.1,66,206.00 for the period 16.11.1992 to 31.01.1993. However, it is clear that in the said case, claimant has filed all the necessary documents in support of his claim so as to discharge the onus of proving that he has really worked during the said period whereas in the case on hand claimant has not filed any service record or overtime record/attendance record showing that he has really worked overtime during the period for which overtime was being claimed by the claimant.

13. There is another order in LCA No.12/2006 titled 'Satish Kumar Vs.. Delhi Development Authority' filed by the claimant, which was decided on 23.04.2008, which the claimant had earlier filed. Critical perusal of the above order would show that the claimant had filed application under Section 33 C(2) of the Act against the management of DDA claimant an amount of Rs.1,14,950.00 as dues amount towards overtime wages from 06.01.1983 to 17.06.1990. In the present case also by way of reference, in fact claimant has claimed overtime wages for the same period. The learned Industrial Adjudicator in para 12 of the award Ex.WW1/13 has clearly held that there is nothing on record to show that the claimant was entitled to seek overtime allowances. He has simply placed copy of office order dated 10.05.1995 of Delhi Development Authority which shows that overtime allowance will be paid to the staff who is required to perform duties for more than 8 hours after obtaining prior approval for performance of extra duty from the competent authority. Learned Industrial Adjudicator further observed that this order is of May 1995 whereas the workman has claimed overtime for the period prior to that. This clearly shows that the claimant herein earlier also by way of LCA tried to get payment for overtime work, which was declined by the Labour Court vide order dated 23.04.2008. Thus, the decision rendered by the learned Judge on merits, though it may not constitute resjudicata in the strict sense as the same is in a proceedings under Section 33-C(2) of the Act which is merely in nature of execution proceedings. However, there is adjudication of controversy on merit and order passed by the learned Industrial Adjudicator shows that he has duly considered contentions of both the parties on merits and thereafter passed order Ex.WW1/13. Law is fairly settled that if an order regarding rights of the parties has been made by a competent court in a previous case between the same parties, the same cannot altogether be ignored in subsequent proceedings by the court while deciding same or similar controversy. Even if the order of the Labour Court Ex.WW1/13 is eschewed from consideration, then also case of the claimant cannot legally stand scrutiny of law inasmuch as the claimant has not adduced any cogent or reliable evidence so as to show that he has performed overtime work for the period 06.01.1983 to 17.06.1990. Moreover, from 1983 till 1990 he was in the employment of DDA and thereafter, he ceased to be an employee of DDA as his services stood

transferred to MCD. To my mind, MCD was a necessary party for effective adjudication of the controversy and it was necessary for the claimant to have filed relevant record pertaining to attendance as well as overtime work done for the period for which the claimant has claimed overtime wages. Having failed to do so, it is held that claimant has miserably failed to prove that he is entitled for any overtime wages.

14. As a sequel to my discussions herein above, it is held that the action of the management of Delhi Development Authority(DDA) in not paying overtime wages claim of Rs.1,14,950.00 for the period from 06.01.1993 (in fact it should have been 06.01.1983) to 17.06.1990 for 12 hours per day instead of 8 hours per day to Shri Satish Kumar S/o late Shri Dharam Singh is legal and justified. It is further held that the claimant is not entitled to any relief. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 13, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1845.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कार्यकारी अभियंता (ई), सीपीडब्ल्यूडी, गाजियाबाद केंद्रीय विद्युत विभाग, हिंडन एयरफील्ड, उत्तर प्रदेश एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 33/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/125/2014-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1845.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 33/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Executive Engineer (C) , CPWD, Ghaziabad Central Electrical Division, Hindon Airfield, Uttar Pradesh and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/125/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 33/2015

Shri Brij Kishore Sharma, Motor Lorry Driver,
C/o All India CPWD (MRM) Karamchari Sangathan (Regd.),
House No. 4823, Gali No.13,
Balbir Nagar Extension, Shahdara,
Delhi – 110 032

...Workman

Versus

The Executive Engineer (E),
CPWD, Ghaziabad Central Electrical Division,
Hindon Airfield,
Ghaziabad,
Uttar Pradesh – 201 004

...Management

AWARD

A reference was received from Ministry of Labour, Government of India vide Letter No.L-42011/125/2014-IR(DU) dated 13.01.2015 under clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the workman is entitled for grant of promotion with effect from 11.05.2005 when he passed the trade test and considering the genuity of Iris driving licence? And if so what benefit he is entitled to?’

2. It is clear from the statement of claim that Shri Brij Kishore Sharma (in short the claimant) was appointed as khalasi on 23.01.1995 with Central Public Works Department (in short the management). At the time of joining, the claimant was holding a valid driving licence issued by appropriate authority under Central Motor Vehicle Rules, 1989. Claimant had also passed departmental trade test for the post of Motor Lorry Driver (M.L.D.) on 11.05.2005 as is clear from Annexure II. There were 3 vacant posts of MLD available with the management in the year 2006-06, as is clear from record and Superintending Engineer(Electrical) had written letter dated 24.07.2006 to the Deputy Director (Admn.) for revival of 3 vacant post of MLD as is evident from Annexure IV.

3. It is the case of the claimant that DPC Committee constituted for the promotion of claimant had rejected his case on the ground that the claimant is not eligible for promotion to the post of MLD as per provisions of CPWD Manual Volume III. The claimant made a representation to the Department for promoting him as MLD as he was eligible for the same and it was stated by the Superintending Engineer that driving licence of the claimant is not correct, hence he could not be promoted, as is evidence from Annexure VII. Thereafter, claimant lodged a written complaint to the Transport Officer, Ghaziabad requesting him to clarify regarding the licence held by him. Transport Authority returned the letter to the claimant after making endorsement on the original that licence issued to the claimant is a correct and valid licence, as is evidence from Annexure VIII. The DPC Committee constituted for the purpose on 30.08.2007 again rejected the case of the claimant stating that the claimant is not eligible for promotion to the post of ML Das per provisions of CPWD Manual Volume III and copy of letter dated 14.09.2007 is Annexure IX. Again, the claimant made a representation on 22.09.2007, which is self-explanatory and claimant has clearly stated that he is holding valid documents which makes him eligible for the promotion to the post of MLD. It is also alleged by the claimant that the management had granted 1st ACP benefits to the claimant on completion of 12 years of service from 21.01.2007 in the pay scale of Rs.3050-4590, which is the pay scale of MLD on the basis of trade test passed by the claimant on 11.05.2005 and copy of the order dated 16.10.2007 is annexure XIII. The management had again informed the claimant vide letter dated 18.12.2007 that his case has been rejected the case of the claimant on the plea that he is not eligible for promotion to the post of MLD as per provisions of CPWD Manual Volume III. Again a representation was made by the claimant on 26.11.2007 wherein request was made to the management to reconsider the case of the claimant for promotion to the post of MLD as is clear from letter dated 26.11.2007. Management on 17.04.2008 promoted the claimant to the post of MLD on the basis of trade test passed by him on 11.05.2005 and the licence he was holding in the year 2005. Even on that date, licence was the same and claimant should have been promoted to the post of MLD at that time. Claimant again made a representation vide letter dated 17.05.2008 for promoting him to the post of MLD from the previous date as mentioned above. However, the same was rejected by the management with the remarks that he cannot be promoted from the date of passing trade test and his promotion date shall remain 17.04.2008. The claimant made representations on 28.06.2008 and 01.01.2009 as is clear from Annexure 18. The claimant made further representation vide letter dated 15.11.2011 requesting the management for shifting his date of promotion to 11.05.2005 instead of 17.04.2008 but of no use. Hence, the present reference.

4. Claim was contested by the management and it is pertinent to note that no para has been specifically denied by the management and against each and every para, it is mentioned 'No comments, being matter of record. Anything contrary is denied'. In para 14, it is alleged that grant of ACP does not confer any right upon the claimant to get promotion from the date of passing of trade test on the respective date as the claimant was given ACP as per rules and claimant was promoted to the post on the recommendations of DPC on 24.03.2008 and hence there is no question of promotion prior to issuance of promotion order with effect from 17.04.2008. In this regard, reference has been made to judgement dated 12.02.2007 in Civil Appeal No.689/2007) arising out of SLP(C) No.2410 of 2007 in the matter of UOI Vs.. SL Goel & others, wherein Hon'ble Apex Court observed as under:

"the DPC enjoys full discretion to devise its method and procedure for objective assessment of suitability and merit of the candidate being considered by it. Hence, the interference by High Court is not called for."

5. Further in para 19 it is alleged that it is not mandatory to grant promotion from the date of passing trade test unless post is vacant and applicant fulfills all norms of promotion as per Recruitment Rules given therein in CPWD Manual III. Further it is clearly mentioned on letter No.10(2)/ODEC/1651-H dated 16.05.2005 vide which result of trade test was declared that after passing the trade test, the workmen confer no right to get promotion. They shall be promoted on their turn.

6. Rejoinder was filed by the claimant to the reply filed by the management reiterating the stand taken in their statement of claim and denied the material averments contained in the written statement.

7. It is pertinent to note here that this Tribunal, vide order dated 02.11.2015, observed that there is no need to frame any specific issue in the light of the stand taken by the management and only the reference made by the appropriate Government requires adjudication by this Tribunal.

8. Both parties were granted opportunity to adduce evidence in support of the stand taken by them in their respective pleadings and the claimant in support of his case examined himself as WW1 and tendered his affidavit

Ex.WW1/A. He also tendered in evidence documents Ex.WW1/1 to Ex.WW1/22. Management in order to rebut the case of the claimant examined Shri A.K. Nagpal, whose affidavit is Ex.MW1/A. Alongwith this affidavit, he also tendered document Ex.MW1/1.

9. I have heard Shri Satish Kumar Sharma, A/R for the claimant and Shri Sandeep Tyagi, A/R for the management.

10. The only moot question which requires determination in the present case is whether the claimant is entitled for grant of promotion to the post of MLD with effect from 11.05.2005 when he passed the Trade Test. In this regard, it is appropriate to refer to the material facts which have emerged from the pleadings as well as evidence on record.

11. It is clear from pleadings as well as evidence on record that the claimant joined the management as khalasi on 23.01.1995. This fact has not been disputed by the learned A/R for the management during the course of arguments and even the stand of the management before Regional Labour Commissioner was also the same to the effect that the claimant herein was not holding licence for heavy transport vehicle in the year 2005, as such, the claim of the claimant was rightly rejected by the DOPC. Licence of the claimant is Ex.WW1/1 which clearly shows that initially licence was valid only for motor cycle and LMV only. WW1/2 is copy of letter issued by the Government of India which shows that the claimant has appeared in the trade test held on 11.05.2005 for the post of MLD in 75% quota. In this letter date of appointment of the claimant is shown as 23.01.1995 and in the result column, there is mention of the word 'passed'. There is a letter Ex.WW1/3 which shows the vacancy position as well as post held by the workmen under the management. There is another letter Ex.WW1/4 which shows that the department has also written letter for filling up the vacant post of MLD which are lying vacant for more than a year. Request has been made in the matter for revival of the said posts. Letter Ex.WW1/5 is crucial letter which shows that the DPC has found the claimant herein to be unfit for the post of KLD as per CPWD Manual Volume III. Letter Ex.WW1/6 is in fact addressed by the claimant to the Executive Engineer wherein representation has been made regarding outcome of the result of DPC wherein the case of the claimant was rejected. Letter Ex.WW1/7 again mentions that the claimant has not been found fit by the DPC for the post of MLD as his licence is for HMV has not been found to be valid.

12. During the course of arguments on behalf of the management it was strongly urged that licence of the claimant herein was not valid for HMV, as such in the year 2005 he could not have been promoted to the post of MLD. To my mind there is no merit in this contention inasmuch as the claimant has also approached the transport authority regarding verification of his licence. Transport Authority vide letter Ex.WW1/8 on the application written by the claimant herein has made endorsement dated 24.09.2007, which clearly shows that on verification, licence of the claimant herein was initially issued by the transport authority for motorcycle and LMV and on 08.11.2002 endorsement was made for HMV on the said licence. Thus, as per this report, claimant was duly qualified to drive heavy motor vehicle.

13. Claimant has also received letter Ex.WW1/9 from the management wherein again mention has been made that as per CPWD Manual Volume III claimant has not been found eligible for promotion to the post of MLD. There is another letter Ex.WW1/10 written by the claimant to the management which again highlights the fact that the claimant has passed intermediate examination also and he was holding a valid driving licence. Claimant has annexed copy of the same with the application. However, management has taken the same stand that he was not found eligible by DPC for promotion to the post of MLD and this fact is amply clear from the correspondence between the claimant and the management vide letters Ex.WW1/12 to Ex.WW1/18. However, it was also not disputed from either side vide office order Ex.WW1/13, ACP was granted to the claimant by the management in the pay scale of Rs.3050-755-3950-80-4590. Stand of the management from the written statement as well as documents filed by the management is only that the claimant was not eligible as per CPWD Manual Volume III. It was also urged that not only the licence but there are other conditions which are required to be fulfilled for being promoted to the post of MLD, i.e., he must have the requisite ability to read and write etc. To my mind, there is no merit in the contention of the management as it is evidence from the voluminous evidence produced by the claimant that his case was simply rejected on the sole ground that he was not holding valid licence for HMV. It is apparent from Ex.WW1/8 has clarified that from 08.11.2002 claimant was holding valid licence for driving HMV. It is not out of place to mention here that the DPC has nowhere stated in any of its letters that the claimant herein was not possessing other requisite qualification except for the fact that he was not holding a valid licence for driving HMV. Therefore, it does not lie in the mouth of the management to say that the claimant was not possessing other qualification for promotion to the post of MLD as per CPWD Manual Volume III. There is no other qualification prescribed for being promoted to the post of MLD and the qualification contained in Volume III Annexure A clearly shows that the candidate must have ability to read and write. He must possess driving licence for HMV and driving and overhauling and repairs experience for a period of at least 5 years of which at least 3 years should be of heavy motor vehicle.

14. As discussed above, it is not the case of the management that the claimant was not having experience of 5 years/3 years in heavy motor vehicle, as such, the case of the claimant could not be considered. The only reason given in the various letters mentioned above by the management is that he was not having valid driving licence for driving heavy motor vehicle, which fact is proved otherwise from letter Ex.WW1/8.

15. Admittedly, the post of MLD was lying vacant even in the year 2005 when the claimant herein has passed the necessary trade test for the purpose of promotion to MLD. I have carefully gone through the judgement of Hon'ble Apex Court in the case of Union of India Vs. Majri Jungamayyer & others (1977) AISLJ SC 90 (Page 10) relied by the management and the same is of very little help so far as the case of the claimant is concerned. It is clear from the ratio of the above judgement that no employer has any right to have vacancy in the higher post filled as soon as vacancy exists and Government can keep the post unfilled as long as it chooses. However, in the present case Government has not taken policy decision that the particular post would be left vacant. Rather, claim of the claimant has been rejected for promotion to the post of MLD on the same ground time and again, i.e. that his licence was not valid for HMTV, which fact has been proved otherwise. Moreover, the authority who can say anything regarding validity of the licence of the claimant, for that matter any licence issued under the Motor Vehicle Act, is the licencing authority of that region who has issued the licence and the management is not the final authority to say anything regarding validity or non-validity of such a licence. Admittedly, the claimant has passed trade test as per letter dated 16.08.2005 Ex.WW1/2 and there is no evidence on record to show that there was any other candidate senior to the claimant herein who were entitled for promotion instead of the claimant. Letter Ex.WW1/6 shows that the department has given promotion to the claimant as MLD on 17.04.2008 whereas the claimant was eligible and post was vacant even in the year 2005 when he qualified the trade test vide Ex.WW1/2.

16. Net result of the above discussion is that the rejection of the claim of the claimant by the management for grant of promotion with effect from 11.05.2005 on the ground that he was not holding valid driving licence is, hereby rejected.

17. As a sequel to my above discussion, it is held that the claimant is entitled to the promotion of MLD with effect from 11.05.2005. As a necessary corollary, it is held that he is also entitled for difference in the salary from 11.05.2005. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 17, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1846.—आद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आयुक्त, पूर्व दिल्ली नगर निगम, शाहदरा, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 235/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/137/2015-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1846.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 235/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Commissioner, East Delhi Municipal Corporation, Shahdara, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/137/2015-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 235/2015

Shri Sukhdev S/o late Shri Net Ram, represented by
MCD General Mazdoor Union,
Room No.95, Barrack No.1/10,
Jam Nagar House, Shah Jehan Road,
New Delhi

...Workman

Versus

The Commissioner,
East Delhi Municipal Corporation,
Udyog Sadan, Plot No.419,
Patparganj Industrial Area,
Shahdara,
New Delhi-110 092

...Management

AWARD

Reference under Section 10 sub section (2A) of the Industrial Disputes Act, 1947(in short the Act) was received from the Central Government, Ministry of Labour and Employment vide it orders No.L-42011/137/2015-IR(DU) dated 02.11.2015 for adjudication of an industrial dispute with the following terms:

‘Whether the action of the management of East Delhi Municipal Corporation, in not promoting Shri Sukh Dev S/o late Shri Net Ram as Chaudhary in the pay scale of Rs.3050-4590 revised from time to time with effect from 15.04.2002 is fair and legal? If not, to what relief the workman is entitled to and from which date?’

2. Both the parties were put to notice and the workman Shri Sukh Dev filed his statement of claim, wherein it is alleged that he has been allotted work of Chaudhary with effect from 15.04.2002 by the competent officers of Horticulture Department and was posted under Shahdara South Zone. However, he has been denied pay scale of Chaudhary, revised from time to time. The workman has got payment of salary in the lower pay scale of mali, i.e. Rs.2550-3200 instead of Rs.950-1350-4590 revised from time to time and has been denied the scale of Chaudhary, effect from 15.04.2002. Action of the management is alleged to be illegal & unjustified and amounts to unfair labour practice.

3. It is also averred in para 8 of the statement of claim that Hon’ble High Court, Delhi, in the matter of Jai Chand Vs. Municipal Corporation of Delhi (CW 6514/2001) has disapproved the non-payment of wages for those malis who are working on the post of Chaudhary vide its judgement dated 02.05.2003. After the above judgement of the Hon’ble Court, Municipal Corporation of Delhi (Horticulture Department) has also issued order No.ADC(Hor.)/AO(Hort)/DA-VII/05/457 dated 04.03.2005 (Annexure B). There is also reference to the judgment of Division Bench of High Court of Delhi in the matter of Municipal Corporation of Delhi Vs.. Sultan Singh wherein also plea of the MCD regarding non-payment of wages of Chaudhary to malis who are doing working of Chaudhary, was turned down by the Hon’ble High Court in judgement dated 27.07.2011.

4. It is also averred that similar situated workmen who were performing duty of Chaudhary were granted pay scale of Chaudhary from the date when they were asked to perform duty on the higher post and management has challenged the order dated 27.07.2011 of the Labour Court in the matter of MCD Vs. Sultan Singh as well as before the Hon’ble Supreme Court of India by Special Leave to Appeal No.S 20069/2011 and the plea by MCD has been dismissed by both, before the High Court as well as the Hon’ble Supreme Court. Workman, herein, is also similarly situated and doing work of Chaudhary and as such, entitled to same benefits. Finally, it is prayed that an award may be passed in his favour.

5. Management has demurred claim of the workman by taking preliminary objections, inter alia, present dispute not being an industrial dispute as there is no espousal & no demand notice has been served upon the management, claim being misconceived, claim being stale etc. In para 5 of the preliminary objection, it is admitted that the workman herein was engaged on the post of mali on muster roll basis and was later on regularized on the same post of mali. There is prescribed procedure for promotion to the post of Garden Chaudhary and there must be sanctioned/vacant post of Garden Chaudhary to which the workman can lay claim when he has passed trade test conducted by the department. Claimant has not passed the said trade test nor is he performing duties of Garden Chaudhary. The claimant has simply 10th pass and agriculture is not one of his subjects. It is further alleged that the workman herein is not entitled for any relief on account of delay and laches and reliance is also put on judgements of the Apex Court in the case of ‘Nedungadi Bank Limited Vs.. K.P. Madhavankutty & ors’ (2002 (2) SC 4) and State Co-op Land Development Bank Vs.. Neelam (2005) 5 SC 91). Management, on merits, have denied material averments. It is also denied that the workman herein was performing duties of Chaudhary with effect from 01.03.1989. Accordingly, it is prayed that claim of the workman herein is liable to be dismissed, being devoid of merits.

6. Against this factual background, based on pleadings of the parties, this Tribunal vide order dated 03.08.2016 framed the following issues:

- (i) Whether reference is not maintainable, in view of the various preliminary objections?
- (ii) As in terms of reference

Findings on Issue No.(i)

7. Admittedly, in the present case, reference has been made under Section 10 sub Section (2A) of the Act for adjudication. It is now well settled position in law that when a reference has been made for adjudication to the Tribunal or Labour Court, as the case may be, it is paramount duty of the court to decide the same on merits, irrespective of the pleas taken by the management. The dispute in the case in hand cannot be said to be stale for the simple reason that there is no previous adjudication of the matter between the parties from a competent court nor that there is inordinate delay in approaching this Tribunal by the workman.

8. It has been held by the Hon'ble Apex Court in the case of Raghbir Singh Vs.. General Manager (2014) Lab.I.C. 4266 = (2014) 10 SCC 301 that a reference for adjudication to the Industrial Tribunal can be made by the appropriate Government at any time and provisions of Limitation Act does not apply. There are clear observations in the above judgement that industrial dispute is to be decided by the Tribunal or Labour Court on merits, irrespective of the pleadings on limits. Therefore, ratio of law in the case of 'Nedungadi Bank Limited Vs.. K.P. Madhavankutty & ors' (supra) and State Co-op Land Development Bank Vs.. Neelam (supra) is not applicable to the case in hand as there is no inordinate delay nor workman is guilty of delay and laches in approaching the court.

9. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objection that no demand notice has been served upon the management nor the MCD General Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In this regard, it is appropriate to refer to the judgement of the Hon'ble Apex Court in the case of State of Bihar Vs.. Kripa Shankar Jaiswal (AIR 1961 (2) SC Report 1) wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

'Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all the workmen of an industrial establishment should be parties to it. A settlement arrived at in course of conciliation proceedings falls within Section 18(3)(a) and (d) of the Industrial Disputes Act and as such binds all the workmen though an unregistered union or only some of workmen may have raised the dispute. The absence of notice under Section 11(2) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of Section 12(6) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer ; it does not affect the legality of the proceedings which terminated as provided in Section 20(2) of the Act.

10. Equally merit-less is the plea taken by the management that the present dispute is not sponsored or espoused by substantial number of workmen. It is fairly settled position in law that even non-espousal of a case by the union would not deprive the workman of the relief to which the workman is otherwise entitled under the law. Such view appears to have been taken in the case of Nazrul Hassan Siddiqui Vs.. Presiding Officer, Industrial cum Labour Court Bombay (1997) Lab.I.C. 1807. In the above cited case also contention was raised by the management that the dispute does not fall within the definition of 'industrial dispute' and the same has not been referred or supported by substantial section of workmen. High Court rejected the plea of the management by placing reliance upon the decision of the Hon'ble Supreme Court in the case of Associated Cement Companies Ltd. (AIR 1960 SC 777), which it was observed as under:

'We have already noticed that an industrial dispute can be raised by a group of workmen or by a union even though neither of them represent the majority of the workmen concerned; in other words, the majority rule on which the appellant's construction of Section 19(6) is based is inapplicable in the matter of the reference under Section 10 of the Act. Even a minority group of workmen can make a demand and thereby raise an industrial dispute which in a proper case would be referred or adjudication under Section 20.'

11. In view of the ratio of the judgement discussed above, it is clear that espousal of a dispute by the union is not sine qua non for adjudication of such dispute in terms of Section 10 of the Act. Consequently, this issue is decided in favour of the workman and against the management.

Findings on Issue No.(ii)

12. Now, the main issue which requires determination in the case in hand is whether the workman herein is entitled for grant of pay scale of 3050-4590 as revised from time to time alongwith consequential benefits. It is clear from pleadings of the parties that initially the workman herein was appointed as mali on daily wage basis and later on he was regularized on the same post of mali in the pay scale of Rs.750-940(pre-revised) alongwith usual allowances. This fact has been admitted even by the management in para 5 of the preliminary objections.

13. There is also ample evidence on record that the workman herein was performing duty as officiating Chaudhary. It is clear from perusal of office order dated 07.07.2004 Ex.WW1/1 (colly) that that name of the claimant finds mention in the list where copy of the office is endorsed to all the Chaudharies. Office order dated 21.05.2009, 27.06.2005, endorsed to all Chaudharies also bears the name of the claimant herein. Corrigendum dated 22.07.2010 Ex.WW1/1(colly) issued by the management regarding allocation of duties to employees bears the name of the claimant at Page No.3 in the third shift and his designation is mentioned as officiating Chaudhary. Claimant, in order to prove his case, has tendered in evidence his affidavit Ex.WW1/A, wherein material averments contained in statement of claim has been reiterated. It is specifically alleged in the affidavit that he was doing work of acting Chaudhary with effect from 15.04.2002. There are also averments in his affidavit that one Shri Jai Chand has also been granted pay scale of Chaudhary by the management of MCD and Sultan Singh and others Vs. MCD, who were doing work of acting Chaudhary, vide judgement of the Hon'ble High Court, i.e. in the case of MCD Vs.. Sultan Singh & others and necessary orders for implementation of the said judgement were issued by MCD.

14. There is no merit in the stand taken by the management in its reply, that the workman here is not entitled for promotion to the post of Chaudhary inasmuch as he has not appeared in the trade test conducted by the department. To my mind, this plea is devoid of any merit inasmuch as similarly situated other workers who were performing duties of Chaudhary, i.e. acting Chaudhary have been granted pay scale of Garden Chaudhary after judgement dated 27.07.2011 rendered by the Hon'ble High Court in the case of MCD Vs.. Sultan Singh as well as MCD Vs.. Mahipal(WP 5550 of 2010). Operating portion of the judgement in Sultan Singh (supra) of the Hon'ble Division Bench is as under:

“28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation.

29. In the entirety of facts and circumstances therefore, the learned counsel for the petitioner has failed to make out any such grounds which will impel this Court to exercise its jurisdiction under Article 226 of the Constitution to set aside the orders of the Tribunal dated 29th January, 2010 and 7th October, 2010 as no illegality or un- sustainability or perversity in the orders of the Tribunal has been made out.

30. The writ petition is, therefore, dismissed. Parties are left to bear their own cost.”

15. It is further clear that SLP was also filed by MCD before the Hon'ble Apex Court by special leave application No. S20069/2011 MCD Vs.. Sultan Singh and others which was also dismissed as withdrawn vide order dated 09.04.2012. It is further clear that the Hon'ble High Court in Sultan Singh case strongly deprecated the stand taken by the management that the workmen were not possessing requisite qualification or have not qualified the test etc. It was clarified that since the workmen were discharging duties to the post of Garden Chaudhary, as such, workmen were entitled for the salary of Garden Chaudhary and competent authority need not look into anything else except the fact that the workman had worked as Garden Chaudhary. Therefore, stand taken by the management that the workman herein could not qualify the test conducted by the department is without any merit and has no relevance so far as question of grant of salary against the post of Garden Chaudhary is concerned.

16. It is not out of place to mention here that even if the claimant herein was not a party in Sultan Singh case referred above, judgement of the Hon'ble High Court is binding on the management and management is required to implement the same in letter and spirit and the same is judgement in rem, and all similarly situated workmen are required to be accorded the benefit of the said judgement of the Hon'ble High Court, which have become final. There is no question of even plea of delay and laches when management had not led any evidence to prove the same. The Hon'ble High Court has decided an abstract proposition of law, i.e. a mali who is performing duty as officiating/acting Chaudhary is entitled to the salary/wages of Chaudhary. Law is fairly settled that if a person is working on a higher post, on adhoc or temporary basis, even such workman is entitled to salary/wages of higher post, unless rules or regulations specifically provides otherwise. I find support to this view from Secretary Vs.. Lieutenant Governor Port Blair (1998 Lab.I.C. 598), yet in another case, Hon'ble Apex Court while considering that question of grant of benefits to similarly situated employees who were not party to the writ petition or lis in the case of State of Uttar Pradesh Vs.. Arvind Kumar Srivastava (2015) 1 SCC 347 observed as under:

“The moot question which requires determination is as to whether in the given case, approach of the Tribunal and the High Court was correct in extending the benefit of earlier judgment of the Tribunal, which had attained

finality as it was affirmed till the Supreme Court. The legal principles that can be culled from the judgments, cited both by the appellants as well as the respondents, can be summed up as under:

- (1) Normal rule is that when a particular set of employees is given relief by the Court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of [Article 14](#) of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.
- (2) However, this principle is subject to well recognized exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the Court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.
- (3) However, this exception may not apply in those cases where the judgment pronounced by the Court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the Court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated person. Such a situation can occur when the subject matter of the decision touches upon the policy matters, like scheme of regularization and the like [see [K.C. Sharma & Ors. v. Union of India](#) (supra)]. On the other hand, if the judgment of the Court was in personam holding that benefit of the said judgment shall accrue to the parties before the Court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence.”

17. In view of the discussions made herein above, it is held that the workman herein, Shri Sukh Dev is entitled to the pay scale of Garden Chaudhary with effect from 15.04.2002 and as a corollary, management is liable pay the difference of wages of mali vis-a-vis Garden Chaudhary from the date when the workman herein was performing duties and functions of Garden Chaudhary till the date of his retirement on 31.07.2014. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 19, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1847.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आयुक्त, दिल्ली नगर निगम, चांदनी चौक, दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कमकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. II, दिल्ली के पंचाट (संदर्भ सं. 17/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/42/2012-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1847.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 17/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Commissioner, Municipal Corporation of Delhi, Chandni Chowk, Delhi and their workman, which were received by the Central Government on 10.07.2017.

[No. L-42011/42/2012-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE**BEFORE SH. HARBANSH KUMAR SAXENA, PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO-II, KARKARDOOMA COURT COMPLEX, DELHI-110032.****ID. No. 17/2013**

Sh. Ashok Kumakr Tiwari,
Delhi Municipal Workers Union,
4/7, Asaf Ali Road 1st Floor,
New Delhi-110002.

Versus

The Commissioner,
Municipal Corporation of Delhi,
Town Hall, Chandni Chowk,
Delhi-110006

AWARD

The Central Government in the Ministry of Labour vide Letter No.L-42011/42/2012(IR(DU)) dated 25.02.2013 referred the following Industrial Dispute to this Tribunal for adjudication :-

“Whether the action of MCD in not regularization service of workman Sh. Chand Ram , Muster Roll Beldar w.e.f 1.04.2004 is fair and justified? If not, what relief the workman is entitled for?”

On 5.4.2013 reference was received in this Tribunal. Which was register as I.D No. 17/2013 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

On 29.04.2013 workman filed claim statement before this Tribunal. Where-in he prayed as follows:-

“It is most respectfully prayed that management of Municipal Corporation of Delhi may please be directed to regularize the services of workman Sh. Chand Ram S/o Sh. Surajmal with effect from 1.4.2004 and to pay arrears with all consequential benefits in the interest of justice.”

After service of notice management filed written statement on 13.09.2013. Where-in management prayed as follows:-

“It is respectfully prayed that the claim of the workman may kindly be dismissed being false, frivolous, vexatious, misconceived and being devoid of any merit.

Against written statement workman filed rejoinder. Wherein he re-affirmed the contents of claim statement.

On 9.4.2015 following issues were framed:-

1. Whether action of MCD in not regularizing service of workman Sh. Chand Ram, Muster Roll Beldar w.e.f 01.04.2004 is fair and justified? If so its effect?
2. If workman is not entitled for regularization since 1.04.2004 then for what relief he is entitled to and from which date?

And 29.05.2015 was fixed for workman evidence. On 29.5.2015 workman filed his affidavit in his evidence. Copy of which supplied to Ld. A/R for the management .

Fixed 20.07.2015 WW1 tendered his affidavit and 14.09.2015 was fixed for cross-examination of WW1.

Cross-examination of WW1 could be concluded on 21.03.2016. Then workman closed his remaining evidence and 2.5.2016 was fixed for management evidence.

But management filed affidavit of MW on 29.7.2016. Copy of which supplied to workman.

Fixed 22.8.2016 for tendering of affidavit and cross-examination of MW.

On 24.10.2016 MW1 tendered his affidavit. He was partly cross-examined. His further cross-examination is deferred to 12.01.2017.

He was further cross-examined on 12.1.2017 and his remaining cross-examination of MW1 deferred to 27.3.2017.

On 27.3.2017 MW1 was further cross-examined and his further cross-examination is deferred to 28.3.2017.

On 28.03.2017 MW1 was further cross-examined and his cross-examination was concluded.

On 1.05.2017 was fixed for argument. Parties may file written arguments also.

On 1.5.2017 workman filed written arguments. Copy of which supplied to management.

Fixed 8.5.2017 for reply by management to written arguments of workman.

On 8.5.2017 management filed written arguments copy of which supplied to workman. Who was permitted to file reply on 15.5.2017 .

On 15.5.2017 workman filed reply. Copy of which supplied to Ld.A/R for the management .

Then Award was reserved with liberty to Ld. A/R for the management to file reply if any.

No reply by management filed.

In the light of contentions and counter contentions I perused the pleadings and evidence of parties on record including written arguments of parties.

Which makes it crystal clear that in connection with the facts mentioned in paragraph 1 of written submissions dated 8.5.2017 of management it is submitted that while dealing with Issue No.1 in the written arguments which were filed by workman in the court on 1.5.2015, various oral and documentary evidences produced in the case & Law laid down by the Hon'ble Supreme Court were dealt with and it was established as under:-

- (a) That action of MCD in not regularizing the workman Chand Ram Musterr Roll Beldar w.e.f. 1.4.2004 is neither fair nor justified.
- (b) And that workman is entitled for reinstatement w.e.f. 15.10.1997 his date of termination on the basis of decision of High Court of Delhi and on the basis of law laid down by Hon'ble Supreme Court in The Director General, I.C.M.R. Vs Dr. D.K. Jain and Another as reported in [2007] 3 S.C.R. and that he is entitled for regularization as Beldar with effect from 1.4.2004 on the basis of Circular dated 2.2.05 of MCD Ex.WW1/2 (which has been admitted as genuine by MW1 in his cross examination).

This is proved from the following:-

- (i) That for compliance with decision of High Court dated 17.9.2009 (certified copy Ex.WW1/1 page 11), workman was entitled for reinstatement & not for re-engagement as done by management.

Dictionary meaning of reinstatement is that workman should have been re-established in his former position i.e. workman should have been reinstated w.e.f. date of illegal termination in year 1997. From certified copy of award of Presiding Officer Labour Court (in brief POLC) Ex.WW1/10 page 3, it is proved that date of illegal termination of workman as per admission of management was 15.10.1997.

Management has not reinstated the workman as per direction of Delhi High Court w.e.f. his date of termination but has re-engaged the workman as fresh Beldar w.e.f. 7.5.2010 (as is evident from admission of MW1 in paragraph 6 of Ex.MW1/A & Office Order of MCD Ex.WW1/5). This conduct on part of management is not good.

- (ii) That for compliance with Circular of MCD Ex.WW1/2, workman is entitled for regularization w.e.f. 1.4.2004 (as mentioned in reference U/s 10 of ID Act). Circular of MCD Ex.WW1/2 has been admitted as genuine by MW1 in his cross examination dated 28.3.2017.

2. That regarding contents of paragraph 2 of written submissions dated 8.5.2017 of management, it is submitted that workman is not only entitled for regularization w.e.f. 1.4.2004 on the basis of Decision of Hon'ble High Court of Delhi & Circular dated 2.2.05 of MCD Ex.WW1/2 (admitted as genuine by MW1 in his cross examination) but also on the basis of the following law laid down by Hon'ble Supreme Court:-

- (i) As per law laid down by Hon'ble Supreme Court in The Director General, I.C.M.R. Vs Dr. D.K. Jain and Another as reported in [2007] 3 S.C.R. on pages 893 & 894 (Photo copy of citation was filed in court on 1.5.2017), whereby direction to grant reinstatement amounts to continuity of service.
- (ii) As per law laid down by Hon'ble Supreme Court in Union of India and Others Vs Rajesh Kumar Gond as reported in (2014) SCC on page 588 & as shown in the highlighted portion (Photo copy of citation has been filed in court on 15.5.2017), whereby when no material placed before Tribunal about functional distinction between posts (here in this case distinction between functions of Muster roll Beldars & regularized Beldar) order of Tribunal granting parity in pay on the basis of Equal Pay for Equal Work cannot be faulted.
- (iii) As per law laid down by Hon'ble Supreme Court in M/s Hindustan Tin Works Pvt. Ltd. Vs The employees of M/s Hindustan Tin Works Pvt. Ltd. and Others as reported in (1979) 2 SCC on page 85 (copy of citation filed in court on 1.5.2017) when employer has taken away illegally the right to work of

the workman contrary to the relevant law such as by illegal /invalid termination as in this case, The relief of reinstatement with continuity of service can be granted.

3. (i) Management has misrepresented facts in paragraph 3 of written submissions dated 8.5.2017 of management that that present dispute is not an Industrial Dispute because as law laid down by Hon'ble Supreme Court in Bihar State Road Transport Corpn Vs. State of Bihar and others as reported in highlighted paragraph (E) on page 1218, when cause of employee is taken over and espoused by Union before conciliation officer, the dispute is an industrial dispute referable under section 10 (1) by State Government and reference is competent. Photo copy of this citation has been filed in court on 15.5.2017.
- (ii) Demand notices have been served upon the management and have been duly proved in the court vide Ex.WW1/8, Ex.WW1/9, Ex.WW1/12 & Ex.WW1/3, Ex.WW1/4 & Ex.WW1/A.
- (iii) Management has misrepresented in this paragraph that reference has been made mechanically without due application of mind for which it has no locus standi because as law laid down by Hon'ble Supreme Court in Bihar State Road Transport Corpn Vs. State of Bihar and others as reported in highlighted paragraph (E) on page 1218, when cause of employee is taken over and espoused by Union before conciliation officer, the dispute is an industrial dispute referable under section 10 (1) by State Government and reference is competent.
- (iv) Management has misrepresented in this paragraph that Delhi Municipal Worker's Union has no locus standi to raise the present dispute because as law laid down by Hon'ble Supreme Court in Bihar State Road Transport Corpn Vs. State of Bihar and others as reported in highlighted paragraph (E) on page 1218, when cause of employee is taken over and espoused by Union before conciliation officer, the dispute is an industrial dispute referable under section 10 (1) by State Government and reference is competent.
- (v) Facts of the case MCD Vs Gauri Shankar & Ors as referred by management & as reported in 1999 V AD (Delhi) on page 905 are quite different from the facts of present case and as such decision of this case is not applicable to the case of workman under consideration.

In the cited case Regularization of services of Respondent No.1 w.e.f. 1.4.89 was pending adjudication before the Industrial Tribunal but respondent workman was claiming regularization w.e.f. 25.10.83 i.e. from the date of his initial joining and the Industrial Tribunal was also holding that workman was entitled to be regularized w.e.f. 25.10.83. But in the case under trial, workman is not claiming regularization from the date of his initial joining with management.

- (vi) That study of contents of citation State of Karnataka & Ors Vs Uma Devi as reported in (2006) 4 SCC 1 reveal that provisions of the Industrial Disputes Act and the powers of the Industrial and Labour Courts provided therein were not at all under consideration in Umadevi case. The issue pertaining to unfair labour practice was neither the subject matter for decision nor was it decided in Umadevi case.

Industrial Disputes Act is made for settlement of industrial disputes and for certain other purposes as mentioned therein. It prohibits unfair labour practice on the part of employer in engaging employees as casual or temporary employees for a long period without giving them the status and privileges of permanent employees as is evident from the Fifth Schedule of the Industrial Disputes Act 1947. These facts are also proved from highlighted portions of paragraphs 17 and 18 on page 329 of Judgment of Hon'ble Supreme Court in Ajaypal Singh Vs Haryana Warehousing Corporation as reported in (2015) 6 SCC 329.

In view of above mentioned facts, it is proved that Law laid down by Hon'ble Supreme Court in State of Karnataka & Ors Vs Uma Devi as reported in (2006) 4 SCC 1 is not applicable to the case of workman under trial.

- (vii) Facts of the case Uma Rani Vs Registrar, Cooperative Societies and Others as reported in (2004) 7 SCC in highlighted paragraph A on page 112 & highlighted paragraph B on page 113 are quite different from the facts of present case under trial and as such decision of this case is not applicable to the case of workman under consideration.

In the cited case appointments were made in contravention of mandatory provisions of the Act and statutory rules framed there under and State could not issue order of regularization under Ss 170 & 182 of T.N. Cooperative Societies Act 1983 or under T.N. Industrial Establishments Act 1981.

T.N. Cooperative Societies Act 1983 did not empower Govt. to issue order directing regularization of services of employees of cooperative societies who had been appointed in flagrant violation of the mandatory provisions of the Act and the Rules.

But facts of the case under trial are quite different. Here workman is seeking reinstatement and regularization w.e.f. 1.4.2004 on basis of decision of High Court of Delhi Ex.WW1/1 and on the basis of order of MCD Ex.WW1/2.

4. That in connection with the facts mentioned in paragraph 4 of written submissions dated 8.5.2017 of management it is submitted that workman has also claimed regularization in paragraph 5 of Replication to the amended written statement stating that muster roll employees who joined MCD in August 1996 after date of engagement of workman have been regularized but the workman has not been regularized. Workman has also mentioned the law laid down by Supreme Court in M/s Hindustan Tin Works Pvt. Ltd. Vs The employees of M/s Hindustan Tin Works Pvt. Ltd. and Others as reported in (1979) 2 SCC on page 85 on the basis of which he was seeking regularization.

5. That contents of paragraph 5 of submissions dated 8.5.2017 of management need no reply as these pertain to issues framed by Hon'ble Court.

6. That in connection with the facts mentioned in paragraph 6 of written submissions dated 8.5.2017 of management it is clarified that workman has filed in the court certified copies of following documents perusal of Hon'ble Court:-

- (i) Certified copy of Decision of High Court dated 17.9.2009 as Ex.WW1/1 (11 pages).
- (ii) Certified copy of award dated 8.4.2004 passed by Presiding Officer Labour Court as Ex.WW1/10 (3 pages).
- (iii) Certified copy of Order dated 17.9.2009 of Hon'ble Supreme Court of India as Ex.WW1/11 (2 pages).

7. That contents of paragraph 7 of submissions dated 8.5.2017 of management reveal that management had filed writ petition in High Court in year 2016 but the same has been suppressed from the Hon'ble Court for more than five months & has been revealed only at the stage of final arguments on 8.5.2017 so as to delay the process of justice intentionally & malafidely. Management is knowing well that regularization of workman has already been delayed due to fault of management from 1.4.2004 to 15.5.2017 that is for a period of about eleven years.

8. That contents of paragraph 8 of submissions dated 8.5.2017 of management need no reply in view of written arguments dated 1.5.2017 of workman & in view of written submissions dated 15.5.2017 of the workman which has also been filed in the court.

9. (a) That in connection with the facts mentioned in paragraph 9 of written submissions dated 8.5.2017 of management that claimant has never worked with management even for a single day for the period from 16.10.1997 to 6.5.2010 and as such claimant cannot be equated with those employees who had worked regularly on muster roll daily wage basis with the management. For this act the workman is not at fault. It is only the management who is at fault in this respect. This is proved from the following evidences:-

- (i) As per paragraph 10 of Certified Copy of Award of Labour Court dated 8.4.2004 Ex.WW1/10 Page 3 as reproduced below:-

“10 ISSUE NO.2

The management had taken the defence that the workman was engaged for a specific period and purely as daily wage on muster roll from 15.8.1996 and he was disengaged on 15.10.97 after the specific period was over. To substantiate this no evidence has been led by the management. This conduct does not hold good. Admittedly, the workman worked for a period of more than 240 days in a last 12 months and so his removal from service without complying with the provisions contained under Section 25 F of I.D. Act is illegal and unjustified. The order of retrenchment is bad as no notice has been issued to the workman nor any retrenchment compensation has been paid.”

- (ii) As per paragraph 11 of Certified Copy of Award of Labour Court dated 8.4.2004 Ex.WW1/10 Page 3 as reproduced below:-

“11. In view of my above discussion, I hold that the services of the workman have been terminated illegally and unjustifiably by the management.”

- (iii) As per last 7 lines of Certified copy of Decision of Hon'ble High Court of Delhi dated 17.9.2009 Ex.WW1/1 Page 11:-

“.....It is clearly seen from the record that the proceedings were delayed only on account of the management. The management, in spite of giving several opportunities, has not led any evidence in the matter. In

these circumstances, the refusal to grant reinstatement was not proper. In the result, the appeal is allowed. The award of the labour Court is modified to the extent that the appellant will be entitled to reinstatement in service with 50 % back wages.”

(iv) That as per law laid down by Hon’ble Supreme Court in The Director General, I.C.M.R. Vs Dr. D.K. Jain and Another as reported in [2007] 3 S.C.R. in highlighted portions marked ‘H’ on page 893 & marked ‘A’ on page 894, the direction to grant reinstatement amounts to continuity of service.

This citation was filed in the court on 1.5.2017.

(v) As per admission of MW1 in last four lines of paragraph number 4 on page 3 of Ex.MW1/A:-

“.....It is a fact that the Hon’ble High Court of Delhi has not given any benefit of continuity of service or seniority to the claimant.”

The facts mentioned in paragraphs 9(a)(i) to 9(a)(v) above prove that delay in regularization of workman for a period of 11 years is due to fault of management & this delay is not due to fault of workman.

(b) That relevant to the remaining facts mentioned in paragraph 9 of written submissions dated 8.5.2017 of management that claimant will be considered for regularization only when other employees engaged on muster roll basis w.e.f. 7.5.2010 are considered for regularization (& that Claimant has not cross examined MW1 on these facts), the relevant evidences are as under:-

(i) That as per cross examination dated 24.10.2010 of MW1:-

Question: Are the duties and functions of Muster Roll Beldars and regularized Beldars identical.

Ans : The duties of Muster Roll & regular Beldars are no where specified. This is the organisation of 24x7 working & the Beldars /staff engaged had to work according to the work requirement by the mgmt.

(ii) As per cross examination dated 12.1.2017 of MW1:-

“It is correct regular Beldars are getting more salary and allowances than daily wage Muster Roll Beldars.”

(iii) Reply to suggestion as given by MW1 on page 2 of cross examination dated 28.3.2017:-

“It is incorrect to suggest that on the Principle of ‘Equal Pay for Equal Work’ the workman is entitled for regularization w.e.f. 1.4.2004.”

(iv) That as per law laid down by Hon’ble Supreme Court in Union of India and Others Vs Rajesh Kumar Gond as reported in (2014) 13 SCC on page 588, When two posts in question cannot be equated but when no material was placed before Tribunal about functional distinction, order of Tribunal granting parity in pay on the principle of Equal pay for equal work cannot be faulted. Photo copy of this citation has been filed in court on 15.5.2017.

(v) That other facts relevant to this have also been dealt with & argued in Issue no.2 of written arguments filed by workman in the court on 1.5.2017.

The facts mentioned in paragraphs 9(b)(i) to 9(b)(v) above and the laid by Hon’ble Supreme Court in Union of India and Others Vs Rajesh Kumar Gond as reported in (2014) 13 SCC on page 588 also prove that workman is also entitled for regularization w.e.f. 7.5.2010 (his date of re-engagement) on the Principle of ‘Equal pay for Equal work’.

10. That contents of paragraph 10 of submissions dated 8.5.2017 of management need no reply in view of submissions made in preceding paragraphs 1 to 9 above of written submissions (dated 15.5.2010) of the workman & written arguments dated 1.5.2017 of the workman.

11. That study of contents of citation Secretary, State of Karnataka & Ors Vs Uma Devi as reported in III (2006)SLT 539 reveal that provisions of the Industrial Disputes Act and the powers of the Industrial and Labour Courts provided therein were not at all under consideration in this case. The issue pertaining to unfair labour practice was neither the subject matter for decision nor was it decided in this case. Photo copy of citation has been filed in court on 15.5.2017.

Industrial Disputes Act is made for settlement of industrial disputes and for other purposes as mentioned therein. It prohibits unfair labour practice on the part of employer in engaging employees as casual or temporary employees for a long period without giving them the status and privileges of permanent employees as is evident from the Fifth Schedule of the Industrial Disputes Act 1947. These facts are also proved from highlighted portions of paragraph 18 on

page 329 of Judgment of Hon'ble Supreme Court in Ajaypal Singh Vs Haryana Warehousing Corporation as reported in (2015) 6 SCC 329.

In view of the above mentioned facts, it is proved that Law laid down by Hon'ble Supreme Court in Secretary, State of Karnataka & Ors Vs Uma Devi as reported in III (2006)SLT 539 is not applicable to the case of workman under trial.

12. That the facts of the case MCD Vs Presiding Officer, IT- II & Ors as reported in 2000 II AD (Delhi) 442 which have been highlighted on page 443 are different from the facts of case under trial and as such decision of this case is not applicable to the case of workman under trial. Photo copy of citation has been filed in court on 15.5.2017.

In cited case award of Industrial Tribunal was not sustained because it was held in the award that daily wage/ casual/ muster roll mates working in MCD are entitled to pay /allowances in regular pay scale from the date of their respective initial appointment as has been enjoyed by regularly recruited mates.

But in case under trial, workman is not asking for his regularization w.e.f. 15.8.1996 his date of his initial appointment. But in this case workman is asking for his regularization w.e.f. 1.4.2004 on the basis of order of Double Bench of Hon'ble High Court of Delhi Ex.WW1/1 (page 11) and on the basis of circular of MCD Ex.WW1/2 which has been admitted as genuine by MW1 in his cross examination dated 28.3.2017.

Contents of paragraph 12 of written submission show that management has misrepresented true facts of the case & suppressed the essential facts of case which were in favour of workman.

13. That the facts of the case State of Haryana Vs Jasmer Singh & Ors AIR 1997 SC 1788 as mentioned in highlighted portion on page 1788 are different from the facts of case under trial and as such decision of this case is not applicable to the case of workman under trial. Photo copy of citation has been filed in court on 15.5.2017.

In the cited case duties and functions of regular employees were different from the duties and functions of daily wagers as is evident from the highlighted portion of citation on page 1788.

But in the case under trial duties, functions and working hours of regularized Beldar and muster roll Beldars have been admitted as identical by MW1 in his cross examination dated 24.10.2010.

14. That Authorized Representative (in brief AR) of management has falsely and malafidely stated in paragraph 14 of written submissions that judgments cited by AR of claimant are not applicable because he has not mentioned any fact, circumstance and reason due to which citations of AR of workman are neither applicable nor reliable.

FINDINGS ON ISSUE NO. 1

In this back ground Issue No. 1 is liable to be decided against management and in favour of workman due to want of required and reliable and credible evidence of management and adequate, reliable and credible evidence of workman Sh. Chand Ram. Which is accordingly decided.

FINDINGS ON ISSUE NO. 2

Issue no. 2 is relating to relief of workman.

As issue No. 1 has already been decided against management of M.C.D and in favour of workman sh. Chand Ram , Mustrol Beldar w.e.f. 1.04.2004 conduct of management of M.C.D was not found fair and justified. While disposing of issue no. 1 by me.

Hence workman Sh. Chand Ram, Mustrol Beldar is entitled for regularization of his service since 1.04.2004.

In these background reference is also liable to be decided in favour of workman and against management of M.C.D.

Which is accordingly decided and claim statement is allowed.

Award is accordingly passed.

Dated:-14.06.2017

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1848.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार निदेशक, उप निदेशक (बागवानी), बागवानी विभाग, एमएसओ बिल्डिंग, नई दिल्ली एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके

कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 30/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-42011/115/2014-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 2nd August, 2017

S.O. 1848.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 30/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the Director, Deputy Director (Horticulture), Horticulture Division, MSO Building, New Delhi and their workman, which were received by the Central Government on 26.07.2017.

[No. L-42011/115/2014-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 30/2015

Smt. Vimla Devi and Ms.Savitri Devi,
C/o CPWD General Mazdoor Union(REgd.),
Room No.95, Barrack No.1/10,
Jam Nagar House, Shahjahan Road,
New Delhi-110 011

...Workman

Versus

The Director Deputy Director (Horticulture),
Horticulture Division,
M-314, PWD (GOD), 13th Floor,
MSO Building, IP Estate,
New Delhi-110 002

...Management

AWARD

Pursuant to receipt of reference from Ministry of Labour, Government of India vide letter No. L-42011/115/2014-IR(DU) dated 05.01.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (in short the Act), this Tribunal is required to adjudicate an industrial dispute, terms of which are as under:

‘Whether Smt. Vimla W/o Late Shri Vijay Singh and Smt. Savitri Devi W/o Bimlesh Kumar entitled for regularization of Mali with effect from 11.04.1989 and 04.10.1990 respectively alongwith all consequential and cascading benefits? If so, necessary and speaking directions may please be given.’

2. It is clear from the statement of claim that Smt. Vimla Devi and Ms.Savitri Devi, claimants herein were employed on compassionate grounds on muster roll with effect from 11.04.1989 and 04.10.1990 respectively. Both the claimants have been performing their duties continuously after their appointment on compassionate grounds on 11.04.1989 and 04.10.1990 respectively under Deputy Director (Horticulture), M-314, Lok Nirman Vibhag. The Deputy Director (H) has also recommended the case of both the above claimants for regularization to the concerned officers. It is the case of the claimant that the management is adopting unfair labour practice so that service of the claimant is not regularized as mali by the management. Action of the management attracts provisions under Equal Remuneration Act and also amounts to unfair labour practice under the Act. Claimants have been performing their duties for the last more than 14 years. As per the policy of the management, both the claimants have been getting minimum of pay scale plus all allowances except regularization of their services, hence they did not get any promotion or any other consequential benefits. Management is, in fact, compelling the claimants to accept regularization of their services as beldar, which is an unskilled job, whereas claimants are performing duties of semi skilled workmen as mali and are getting their wages equal to their counterparts in regular category.

3. Claim is contested by the management who have filed reply thereto and have taken preliminary objections, inter alia of maintainability and there being no relationship of employer-employee between the management and the

claimants. On merits, it is admitted that the claimants Ms.Vimla Devi and Ms.Savitri Devi were appointed on the post of mali on muster roll basis on compassionate grounds against the vacant post caused by the death of their respective husbands after approval of Director General (Works) letter dated 11.04.1989 and 04.10.1990. Subsequently, temporary status was given to both the claimants with effect from 01.09.1993 as per rules of the Department. Management had directed the SE(E) Co-ordination to take necessary steps for regularization of services of the claimants. SEE/EEs of the management circulated letter No.554 dated 16.03.2011 requesting them to send list of such workers who are entitled for regularization and are duly entitled for regularization and are duly qualified in terms of statutory rules and have worked for 10 years or more as on 11.12.2006. In the same list, names of Ms.Vimla Devi and Ms.Savitri Devi were also sent to the Section Officer of the management vide letter dated 15.04.2011 for their regularization. Thereafter, the claimants approached the Regional Labour Commissioner (Central) on 21.10.2013 requesting the management to regularize their services. Management was also called for discussion and conciliation took place on 21.04.2014. It is also alleged that Central Government Industrial Tribunal No.1 vide letter dated 21.01.2015 directed the Deputy Director(H) to appear before this Tribunal and answer all the material questions pertaining to regularization of services of both the claimants. However, both the claimants refused to give no objection certificate for regularization to the post of beldar. Request was also sent to the Director Horticulture vide letter No.505 dated 23.02.2015. However, Director (Horticulture) vide letter No.432 dated 30.03.2015 stated that presently mali Grade III post are more than the sanctioned strength, as such, it is not possible to regularize both the temporary status mali to the post of mali. Both the claimants are not entitled to be regularized to the post of mali from 11.04.1989 and 04.10.1990 respectively.

4. Against this factual background, on the basis of pleadings of the parties, vide order dated 21.01.2016, following issues were framed:

- (i) Whether claim filed by the workman is not legally maintainable in view of the preliminary objections?
- (ii) As in terms of reference

5. Smt. Savitri Devi and Ms. Vimla Devi, the claimants, examined themselves as WW1 and WW2 and their affidavits are Ex.WW1/A and Ex.WW2/A respectively. Ms. Savitri Devi relied on documents Ex.WW1/1 & Ex.WW1/2 and Ms.Vimla Devi relied on documents Ex.WW2/1 & Ex.WW2/2. Management, in order to rebut the case of the claimant, examined Shri Dharamveer Singh, Assistant Director (H) as MW1, whose affidavit is Ex.MW1/A and he also relied on documents Ex.MW1/1 to Ex.MW1/8.

6. I have heard Shri B.K. Prasad, A/R for the claimant and Shri Ashish Mishra, A/R for the management.

Issue No.1

7. Though the management has taken preliminary objection that there is no relationship of employer and employee between the management and the claimants, however, learned A/R for the management in all fairness admitted that both the claimants were in the employment of the management, which fact even otherwise stands duly proved from para 1 of the reply of the management wherein management has clearly admitted that the claimants Ms.Vimla Devi and Ms.Savitri Devi were appointed on the post of mali on muster roll on compassionate grounds against the vacancies caused due to the death of their respective husbands. In such circumstances, it does not lie in the mouth of the management to say that the management is not having any relationship of employer and employee with the above claimants. Record of the case further shows that the matter was taken up by the claimants through their union before the Assistant Labour Commissioner. Regional Labour Commissioner had informed the management vide letter dated 18.11.2013 for discussion about regularization of the claimants herein. However, matter could not be settled, hence resulted in failure. Failure of conciliation report is Annexure I. Both these documents have not been exhibited but it can be taken into consideration for limited purpose so as to prove that matter was raised through the union by the claimants. There was also espousal of the case prior to this and the certificate is dated 01.09.2013. In view of the above discussion, preliminary objection raised by the management regarding maintainability of the claim is totally baseless, as such Issue No.(i) is decided in favour of the claimant and against the management.

Issue No.2

8. Now, the vital question which requires determination is whether the claimants, Ms.Vimla Devi and Ms.Savitri Devi are entitled for regularization to the post of mali with effect from 11.04.1989 and 04.10.1990 respectively alongwith all consequential benefits attached to the said post. No order to prove their case against the management, both the claimants Ms.Vimla Devi and Ms.Savitri Devi have tendered their affidavits which are Ex.WW1/A and Ex.WW2/A respectively and the averments contained therein are almost on similar lines as the stand taken in their claim statement. Both these claimants have been subjected to cross examination but there is hardly anything in their cross-examination to support the stand of the management. Management has examined Shri Dharamveer Singh, Assistant Director (H) as MW1 and his affidavit is Ex.MW1/A. He has admitted in para 3 of this affidavit that the claimants were appointed with effect from 11.04.1989 and 04.10.1990 respectively on muster roll to the post of mali and subsequently were granted temporary status on 01.09.1993 as per rules of the Department. He has further stated in

para 4 of his affidavit that Director General (Works) directed SE(E) Co-ordination to take necessary steps for regularization of the HR/MR workers in their respective categories with effect from 11.12.2006 on as is where is basis. The Deputy Director submitted list of such workers for regularization containing the names of both the claimants herein for regularization to the post of mali to the Section Officer Ex.-X, CPWD vide letter dated 15.04.2011 Ex.MW1/4. It is clear from perusal of letter Ex.MW1/4 that the names of both the claimants were recommended for regularization by the Department. There is also mention of judgement of Hon'ble Supreme Court's order dated 10.04.2006 in letter dated 11.03.2011 of the case of State of Karnataka Vs.. Uma Devi wherein there is mention of proposal for regularization as one time measure. This letter further shows that it was finally decided to regularize services of the workers in their respective categories with effect from 11.12.2006 who were irregularly appointed. The only condition in the above matter was that persons who have worked for more than 10 years or more as on 11.12.2006 are entitled for regularization. Claimants herein also completed more than 10 years as on 11.12.2006. Shri Dharamveer Singh as admitted in his cross examination that both the claimants herein have been granted temporary status of mali. However, there is no mention of the fact that since there was no vacant post of mali, as such, the claimants could not regularized as mali and were offered post of beldar. In this regard, Ex.MW1/W1 is the order issued by the management. It is further admitted that the management has participated in the conciliation proceedings. There is no merit in the contention of the management that there is no vacant post of mali upon which the claimants herein can be regularized. It is not out of place to mention here that both the claimants were appointed on compassionate grounds against the regular posts which had fallen vacant consequent to the death of their husbands. Therefore, there is no merit in the contention of the management that no regular post was available. Moreover, in view of the judgement of the Hon'ble Apex Court, more than 1302 posts of malis were created and the claimants herein could have been adjusted on any of the above said posts as they were otherwise fulfilling the requisite conditions for being regularized on the post of mali.

9. Hon'ble Apex Court in the case of Surinder Singh Vs. Engineer In Chief (ATR 1986 SC 76) considered the question of equal pay for equal work and almost under similar circumstances, plea was raised on behalf of the management that workers were daily wagers and they were not entitled for equal pay like their regular counterparts. This plea did not find favour with the Hon'ble Apex Court was turned down and it was held that daily rated workers are not entitled for same salary and allowances which were being paid to regular and permanent employees with effect from the date when they were employed. Hon'ble Apex Court further observed that Central Government like all organs of the State is committed to the Directive Principles of State Policy and Article 39 which details principles of equal pay for equal work.

10. In view of the discussion made herein above as well as evidence on record, I am of the view that the claimants herein are entitled for regularization to the post of mali with effect from 11.04.1989 and 04.10.1990 respectively alongwith all consequential benefits and cascading benefits which are being accorded to the other regular workers. An award is, accordingly, passed. Let it be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 17, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1849.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 22/2007, 30/2007, 101/2007, 38/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31.07.2017 को प्राप्त हुआ था।

[सं. एल-29012/23/2006-आईआर (एम),

सं. एल-29012/32/2006-आईआर (एम),

सं. एल-29012/27/2007-आईआर (एम),

सं. एल-29012/42/2006-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 2nd August, 2017

S.O. 1849.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2007, 30/2007, 101/2007, 38/2007) of the Central Government

Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 31.07.2017.

[No. L-29012/23/2006-IR (M),

No. L-29012/32/2006-IR (M),

No. L-29012/27/2007-IR (M),

No. L-29012/42/2006-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 21st JULY 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

COMMON AWARD

(i) C. R. No. 22/2007

I Party

Sh. Giddegowda,
S/o Giddegowda,
Somanahalli, M. Shivara Post,
Bagur Hobli, Channarayapatna Taluk,
Hassan District.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M. G. Road,
Bangalore- 560001

The Central Government vide Order No.L-29012/23/2006-IR(M) dated 23.02.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the management of Mysore Minerals Limited is justified in terminating the services/ premature superannuating of the services of Sh. Giddegowda w.e.f. 09.09.1998? If not, to what relief the workman is entitled to?”

(ii) C. R. No. 30/2007

I Party

Sh. K.N. Honnegowda,
S/o Late Sh. Nanje Gowda, MML Worker,
K. Byrapura Village, Kembal Post,
Bagur Hobli, Channarayapatna Taluk,
Hassan District-573111

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M. G. Road,
Bangalore- 560001

Since, I party Workman K.N. Honnegowda, Expired represented by his L.R's:

1. Sh. K.H. Venkatesh, S/o Late Sh. K.N. Honnegowda,
2. Smt. K.H. Vanajakshi, D/o Late Sh. K.N. Honnegowda,
3. Smt. K.H. Nanjamma, D/o Late Sh. K.N. Honnegowda,
4. Smt. Padma, W/o Late Sh. K.H. Nanjeshi Gowda,
5. Sh. K.H. Shivashankar, S/o Late Sh. K.N. Honnegowda,
All residing at K. Byrapura Village, Kembal Post, Bagur Hobli,
Channarayapatna Taluk, Hassan District.

The Central Government vide Order No. L-29012/32/2006-IR(M) dated 01.03.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the management of Mysore Minerals Limited is justified in terminating the services/premature superannuating of the services of Sh. K.N. Honnegowda w.e.f. 29.04.1998? If not, to what relief the workman is entitled to?”

(iii) C. R. No. 101/2007**I Party**

Smt. B. Kempamma,
W/o Late Halige Gowda,
Beechakondanahalli, Olagerahalli Post,
Bagur Hobli, Channarayapatna Taluk,
Hassan District.

Since, I party Workman B. Kempamma, Expired
represented by her L.R's:

1. Sh. Manje Gowda, S/o Late Sh. Halige Gowda,
2. Smt. Jayamma, D/o Late Sh. Halige Gowda,
3. Smt. Sannamma, D/o Late Sh. Halige Gowda,
4. Smt. Manji, D/o Late Sh. Halige Gowda,

Sl. No.1 residing at Beechagondanahalli Village, Volagerehalli Post,
Bagur Hobli, Channarayapatna Taluk, Hassan District.

Sl. No.2 residing at Thimlapura Village, Volagerehalli Post,
Bagur Hobli, Channarayapatna Taluk, Hassan District.

Sl. No.3 residing at Kembalu Village and Post,
Bagur Hobli, Channarayapatna Taluk, Hassan District.

Sl. No.4 residing at Karehalli Village and Post,
Bagur Hobli, Channarayapatna Taluk, Hassan District.

The Central Government vide Order No. L- 29012/27/2007-IR(M) dated 21.08.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the management of Mysore Minerals Limited is justified in terminating the services/premature superannuating of the services of Smt. B. Kempamma w.e.f. 04.02.1998? If not, to what relief the workman is entitled to?”

(iv) C. R. No. 38/2007**I Party**

Sh. Thopegowda,
S/o Late Sh. Shivananjegowda,
K Byrapura Village & Post,
Bagur Hobli, Channarayapatna Taluk,
Hassan District.

II Party

The Managing Director,
Mysore Minerals Limited,
No. 39, M. G. Road,
Bangalore- 560001

The Central Government vide Order No.L-29012/42/2006-IR(M) dated 06.03.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the management of Mysore Minerals Limited is justified in terminating the services/premature superannuating of the services of Sh. Thopegowda w.e.f. 28.06.1998? If not, to what relief the workman is entitled to?”

Appearance :

I party : M/s. K.T. Govinde Gowda &
Sh. C.G. Dileep Gowda, Advocates

II party : M/s. L. Venkatarama Reddy, Advocate

1. Brief details mentioned in the claim statement by I Party are as follows:-

(i) In CR No. 22/2007, the I Party submits that on 12.08.1982, he has joined the service of the II Party management at its Mining Unit viz., Byrapura Chromite Mines, Bagur Hobli, Channarayapatna Taluk, Hassan District, as a Mining worker. At the time of joining the I Party has furnished his date of birth as 12.08.1952. Further, the II Party, terminated the service of I Party w.e.f 09.09.1998. The I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli and the Central Government have referred the Reference in CR No. 22/2007.

(ii) In CR No. 30/2007, brief details mentioned in the Claim Statement filed by LR's are as follows:-

- a) Sh. K.H. Venkatesh,
S/o Late Sh. K.N. Honnegowda,
Aged about 50 years
- b) Smt. K.H. Vanajakshi,
D/o. Late Sh. K.N. Honnegowda,
Aged about 48 years
- c) Smt. K.H. Nanjamma,
D/o Late Sh. K.N. Honnegowda,
Aged about 46 years
- d) Smt. Padma,
W/o Late Sh. K.H. Nanjeshi Gowda,
Aged about 40 years
- e) Sh. K.H. Shivashankar,
S/o Late Sh. K.N. Honnegowda,
Aged about 40 years

are the Legal Representatives of the deceased workman, Sh. K.N. Honnegowda. The I Party submits that the II Party has illegally terminated the services of the workman K.N. Honnegowda, (since deceased) w.e.f. 29.04.1998, and the workman has faced unemployment, financial hardship, mental agony, which caused his death on 15.08.2016. Hence, the I Party Sh. K.N. Honnegowda. raised the dispute before the learned Assistant Labour Commissioner [C], Hubli claiming back wages and other consequential benefits from the date of K.N. Honnegowda's illegal termination w.e.f. 29.04.1998. The copy Death Certificate of Sh. K.N. Honnegowda and Family tree are submitted as Annexures 'A' & 'B'. The I Party submits that on 07.03.1977, K.N. Honnegowda has joined the service of the II Party management at its Mining Unit viz., Byrapura Chromite Mines, and later on, transferred to Kodli Manganese Mines, Aliyala Taluk, Karawar District, as a Mining worker. At the time of joining the I Party has furnished his age as 30 years i.e., his date of birth being 01.12.1947. Further, the II Party, Kodli Manganese Mines Officials, orally refused to allow the I Party to do his work w.e.f 29.04.1998. The I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli and the Central Government have referred the Reference in CR No. 30/2007.

(iii) In CR No. 101/2007, brief details mentioned in the Claim Statement filed by LR's of deceased workman B. Kempamma, are as follows:-

- a) Sh. Manje Gowda,
S/o Late Smt. B. Kempamma,
Aged about 43 years
- b) Smt. Jayamma,
D/o. Late Smt. B. Kempamma,
Aged about 45 years
- c) Smt. Sannamma,
D/o Late Smt. B. Kempamma,
Aged about 41 years

- d) Smt. Manji,
D/o Late Smt. B. Kempamma,
Aged about 39 years

are the Legal Representatives of the deceased workman, Smt. B. Kempamma. The I Party submits that the II Party has illegally terminated the services of the workman Smt. B. Kempamma, (since deceased) w.e.f. 04.02.1998, and the workman has faced unemployment, financial hardship, mental agony, which caused her death on 26.09.2006. Hence, the I Party being Son of Late. Smt. B. Kempamma raised the dispute before the learned Assistant Labour Commissioner [C], Hubli claiming back wages and other consequential benefits from the date of her illegal termination w.e.f. 04.02.1998 to till reaching the age of superannuation. The copy Death Certificate of Smt. B. Kempamma and Family tree are also submitted. The I Party submits that on 02.11.1980, Smt. B. Kempamma has joined the service of the II Party management at its Mining Unit viz., Byrapura Chromite Mines, Channarayapatna Taluk, Hassan District, as a Mining Worker under token No. 252. At the time of joining the I Party has furnished her age as 31 years. Further, the II Party, Byrapura Chromite Mines Officials, orally refused to allow the I Party to do her work w.e.f 04.02.1998. The I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli and the Central Government have referred the Reference in CR No. 101/2007.

(iv) In CR No. 38/2007, the I Party submits that on 11.05.1982, he has joined the service of the II Party management at its Mining Unit viz., Byrapura Chromite Mines, Channarayapatna Taluk, Hassan District, as a Mining Worker under token No. 72. At the time of joining the I Party has furnished his age as 29 years i.e., his date of birth being 11.05.1953. Further, the II Party, Byrapura Chromite Mines Officials, orally refused to allow the I Party to do his work w.e.f 28.06.1998. The I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli and the Central Government have referred the Reference in CR No. 38/2007.

2. Brief Common details mentioned on behalf of I Party are as follows:-

The date of birth of the I Party, in fact, has been entered in all the statutory records like EPF, B-register and Service records, etc. The I Party is entitled to continue in the service with the II Party up to the reaching of the age of superannuation i.e., 58 years in the II Party Organization. The II Party by way of an eye wash conducted the so called illegal Medical Examination for the purpose of removing the I Party from the service before reaching the age of superannuation. Further, the II Party has terminated the I Party on the plea that the I Party has reached the superannuation age of 58 years as per the so called illegal Medical Examination. After illegal termination, the I Party has faced unemployment problem and financial hardship, not only by I Party but also the family members of I Party. The entire family has depended only upon the earnings of the I Party in the II Party Organization. The II Party/Management similarly, has, prematurely, retired the co-workers of the I Party on the ground of Medical unfitness and also as per the age certificate, issued by the Medical Officer. The said some of the co-workers have challenged their pre-matured retirement and the age certification, before the Hon'ble High Court of Karnataka, viz.,

(i) Writ Petition No. 5615/2001 between Smt. K.Dundamma Vs. MML, and the same Management of II Party challenged the same in Writ Appeal No. 3460/2001 C/W W.No. 3459/2001. The said Appeal has been rejected on 12.06.2002 confirming the single Judge order dated 29.03.2001. In view of the said decision the Management, reinstated the above mentioned pre-matured retired employee with payment of back wages, and with continuity of service thereon.

(ii) Writ Petition No. 26101/2001, C/W W.P. Nos. 23798/2001, 23797/2001 & 23794/2001 filed by Sri V.C. Range Gowda and 8 others Vs. MML, and the same have been allowed on 01.06.2006.

On account of the illegal payment and other lapses, in the Management of II Party, it has to face administrative problems. The II Party adopted its own tactics, ways and means for terminating the Mining Workers in short cut methods and also, in an illegal and irregular manner by adopting anti-labour and un-fair labour practice and victimized the I Party and other co-workers by removing them enmasse by resorting to the so-called Medical Examination during the year 1998 in illegal and irregular manner, without disclosing the true fact, to the I Party and also without notifying the so-called Medical Examination, i.e., not by a Doctor of a Rank of Assistant Civil Surgeon as defined in Rule 29-C of the Mines Rules 1995. Hence, the so-called Medical Examination conducted by the II Party is illegal and irregular, and the same is not having any legal sanctity and not sustainable in law as it is violative of Rule 29-C. The I Party has repeatedly requested the officials of the II Party to provide the work to I Party till reaching the age of superannuation i.e., 58 years. But all the efforts made by I Party to persuade the II Party to take the I Party, on duty, proved in vain because of hostile and vindictive attitude on the part of the II Party. The II Party has no right to refuse the employment to the I Party or to remove the I Party name from the muster rolls in unilateral manner, without following the due process of Law. The II Party used the above illegal, imaginary, hypothetical and unscientific Medical report as its tool for unilaterally deciding the age of I Party and other workers. The II Party unilaterally refused employment to the I Party before the age of superannuation even though the I Party is hale and healthy and entitled to work up to the reaching of the age of superannuation i.e., 58 years. The II Party has not followed the Mandatory provision of Section

25 F, G, H & N of the Industrial Dispute Act, 1947 and Rules 78 and 79 thereon, and the action of the Management is, therefore, void-ab-initio as laid by the Hon'ble Supreme Court of India in the case Sundaramani Vs. State Bank of India, Santhosh Gupta Vs. State Bank of Patiala, Rober D'Souza Vs. Southern Railway, K.S.R.T.C. Bangalore Vs. Boraiaha and others and also the same is violative of the Provisions of Industrial Dispute Act, 1947. The II Party has un-necessarily created hardship to the I Party by not providing employment. The II Party Management is not justified in retrenching the services of the I Party in the summary manner without following the principals of Natural justice and fair play. Further, apart from the violation of various provisions of the I.D. Act as stated above, the II Party violated its own Certified Standing Orders. The II Party acted contrary to its own Certified Standing Orders/Service Rules for effecting the prematured, superannuation by way of illegal termination. The I Party submits that, the II Party failed to issue 3 months prior notice or tendered payment of 3 months salary to the I Party before termination of service of the I Party under Rule 24. The I Party belongs to socially and economically weaker section and also, the I Party is the Rural based worker and used to work in Mines, which is in a remote place of the village and the I Party is also an illiterate worker belonging to Economically weaker section & not a matching party to fight against the II Party for the injustice done by the II Party. The I Party is facing financial hardship and mental agony due to stoppage of his/her monthly earnings in the II Party organization and also, due to illegal termination. Also, the I Party is not able to maintain himself and the family with day to day, food and basic needs. The I Party has faced the financial hardship to reach the Labour Department like Assistant Labour Commissioner and Conciliation Officer (C), Hubli from I Party's place, for raising the dispute and also, to set right the I Party's grievances. The Officials of the II Party/Management have taken undue advantage of I Party's poverty, illiteracy, economic weakness and social weakness. Ultimately with great hardship, mental agony and with the help of well wishers, the I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli. The I Party is entitled for back wages, continuity of service and other consequential benefits from the date of refusal of employment. The II Party has violated the Provisions of I.D. Act as well as its own Certified Standing Orders/Service Rules as stated above. Under the I.D. Act there is no limitation prescribed for raising the dispute and the Article 137 of Schedule to the limitation Act is not applicable to proceedings under I.D. Act. This point is repeatedly decided by the Hon'ble Supreme Court of India and Hon'ble High Courts of various states namely,

- (i). LLJ-II-2001-pg788-792 [SC], Sapan kumar Pandit Vs. U.P. State Electricity Board and others.
- (ii). LLJ-I-1999-pg 1260-1265 [SC], Ajaib Singh Vs. Sirhind Co-operative Marketing-cum-processing Service Society.
- (iii). LLJ-II-1999-pg-482-483[SC], Mahavir Singh Vs. U.P. State Electricity Board and others.
- (iv). LLJ-I-2003-pg 412-414 [MP], Ramadhar Tiwari Vs. Union of India and others.
- (v). LLJ-I-1994-pg 468-471 [All], U.P. State Spinning Mills Co. Vs. State of U.P & Others
- (vi). LLJ-II-2003-pg 1143-1145[Ori], Management of Aska Co-operative Central Bank Ltd. Vs. State of Orissa
- (vii). LLJ-I-2002-pg-204-206 [Mad], E.E. Construction Division 2, Mannarpuram, Trichy and Another Vs. M. Gajapathy and Another
- (viii). LLJ-I-2002-pg-1079-1081[Del], Mangal Singh Vs. Presiding Officer, Industrial Tribunal No.1, Delhi and Another
- (ix). LLJ-I-2002-pg-1129-1132[Bom], Haribhau S/o. Gaman Waghchaure Vs. State of Maharastra and Another.

Therefore, the I Party prays this Court to pass an award by holding that the action of the II Party Management is not justified in terminating the services of I Party, namely, prematured superannuation of the services of the I Party and also to direct the II Party to reinstate the I Party, with continuity of service, with payment of Full back wages and other consequential benefits from the date of termination till providing employment/reaching the age of superannuation as per the date of birth details registered in the Statutory records like B-register and EPF records and Service records maintained by the II Party and EPF Authorities and to pay the interest at the rate of 18% from the said due date and also up to the date of payment and further award of cost of the present proceedings, in the interest of justice and also, equity.

3. Brief Common submissions made on behalf of II Party in the counter statement are as follows:-

The II Party states that, the dispute raised by the I Party is time barred and belated, and filed after the lapse of time. Further, the I Party has waited for the result in the case filed by the co-workers, who approached Hon'ble High

Court of Karnataka. The success of co-worker of I Party in W.P. No. 5615/2001 and 26101/2001 before Hon'ble High Court of Karnataka inspired the I Party to file this dispute after the lapse of time. Hence, the conduct of the I Party does not deserve any relief at the hands of this Tribunal. Further, the II Party states that, the dispute raised by the I Party is liable to be dismissed on the ground of delay and laches, since the claim made by the I Party is stale and time barred. The II Party has conducted the Medical Examination and the said expert team have examined the I Party and found that, the I Party is not capable to work in a mine, in view of the fact that, the I Party has already reached the age of more than 58 years as on the date of Medical Examination. Further, as per the decision of Management, I Party has been terminated and also given opportunity to prefer an appeal before Appellate Medical Board within 30 days, if the I Party is aggrieved by the said Medical Report. The I Party, who has amicably received the terminal benefits from the II Party, has no right to raise present dispute, after the lapse of time, at the instigation, for the wrongful gain. It is relevant to submit that, the dispute referred by Government of India is itself not maintainable in law. Hence, there is no Industrial Dispute existed or is apprehended. The Medical Examination has been conducted in Scientific Manner on thorough investigation. The I Party is not entitled for any benefits as per law. The I Party is happily working elsewhere since from the date of termination. Further, the statement of the I Party that, the II Party officials failed to consider the reasonable request of the I Party is totally incorrect and false. In fact, the I Party is employed elsewhere and earning salary. The I Party has filed this dispute only for wrongful gain, at the instigation of well-wishers, as admitted by the I Party in the claim statement. The II Party has not acted illegally or arbitrarily. Therefore, the II Party prays to dismiss the dispute filed by the I Party with exemplary costs, in the interest of justice and equity.

4. Already this Court has passed common award dated 27.08.2014. Thereafter, in Writ Petition the Hon'ble Karnataka High Court, has passed the following Order:-

“The matter is remanded to the Central Government Industrial Tribunal Cum- Labour Court for fresh adjudication of the dispute. The Tribunal shall decide the dispute after giving notice to all the parties and pass an award in accordance with law. All the contentions of both the parties are left open.” Further, notices have been sent for both sides and additional evidence recorded and arguments heard and after the careful perusal and appreciation of material records in the proper perspective the present Common Award is passed.

5. The crucial points/issues that arise for consideration in the present matter are as follows:-

- (i) Whether the present claim has to be rejected on the ground of delay and laches as submitted by the II Party?
- (ii) Whether the I Party has to prefer an appeal as against the medical certificate issued by the medical officer as submitted by the II Party in the counter statement?
- (iii) Whether after the receipt of the terminal benefits, the I Party cannot raise any dispute in the present case?
- (iv) Whether the I Party is entitled to get the relief as claimed in the claim statement, after the careful appreciation of the evidences adduced and documents produced by both the parties, in proper perspective?

6. Analysis, Discussion and Findings with regard to the above mentioned point/issue No. 1:-

The I Party has clearly stated in the claim statement itself, and also in the deposition that, I Party belongs to socially and economically weaker section, and the I Party is the rural based worker, and used to work in mines which is in a remote place of a village and I Party is also an illiterate worker, belonging to economically weaker section, and not a fit person, to fight against the II Party and the I Party has repeatedly requested the officials of II Party mines for permitting the I Party to work and also, due to I Party's acute poverty, I Party has faced huge financial hardship to reach the Labour Department like Assistant Labour Commissioner and Conciliation Officer (C), Hubli from I Party's place, for raising the dispute and also, to set right I Party's grievances and in such circumstances, only the delay has happened for raising the dispute and the delay caused is not intentional and deliberate one, but only due to the above mentioned various reasons. The II Party has not specifically denied the above mentioned statements made by the I Party in the claim statement. Further, the I Party has also stated that, the officials of the II Party/Management have taken undue advantage of I Party's poverty, illiteracy, economic and social weakness by way of refusing employment, and after knowing fully, that the I Party is most incapable in approaching the Labour Authority for redressal of the I Party's grievances. The said details is also not specifically disputed by the II Party. Further, I Party has clearly stated in the claim statement that ultimately with great hardship, mental agony and with the help of well wishers, the I Party has raised the I.D before the Assistant Labour Commissioner and Conciliation Officer (C), Hubli and the present central reference has been made to this Court by the Government of India, as per the above mentioned details. The said submissions made on behalf of I Party are also not specifically disputed on behalf of the II Party. On the other hand, the Assistant Manager of II Party, namely MW-1, has categorically admitted in his evidence that, I Party is an illiterate person. Further, the I Party has filed copies of Order passed in W.P. No. 5615/2001 dated 29.03.2001, W.A. No. 3460/01 c/w W.A. No. 3459/01 dated 12.06.2002 and W.P. No. 26101/01 c/w W.P. Nos. 23798/01, 23797/01 & 23794/01 dated 01.06.2006, as exhibits marked herein below and also MW-1 has admitted in his evidence that the

success of the said co-workers in the said Writ Petition and Writ Appeal has inspired the I Party to file the present reference. In the above mentioned facts and circumstances, it is seen that, the I Party is justified in claiming the legal and statutory rights and benefits, due to the unlawful and illegal ways and means followed by the II Party to terminate the service of I Party, without following the principles of natural justice.

7. Further, the I Party has pointed out, in the claim statement, itself that, there is no limitation prescribed for raising the dispute and Article 137 Schedule of the Industrial Dispute Act is not applicable to the present case. Further, the Hon'ble Supreme Court of India, dated 03.12.2010, Mr. Hon'ble Justice. P. Sathasivam and Mr. Hon'ble Justice B.S. Chauhan, in Civil Appeal No. 10231/2010, between Kuldeep Singh Vs. G.M, Instrument Design Development and Facilities Centre and Another, it is clearly held as follows:- "The Labour Court dismissed the claim of the appellant on ground of delay (of five and half years) in raising the dispute. The High Court confirmed the Labour Court's award. Hence this present appeal. The impugned award was set aside with costs of Rs. 50,000 to be paid by respondent-management to appellant." The Hon'ble Supreme Court observed that, there is no time limit prescribed for reference under section 10 of the Industrial Dispute Act, 1947. In the present case also on a careful perusal of above said peculiar facts and vital circumstances and also due to the fact that, the I Party is facing poverty, illiteracy, economic and social weakness and also in the light of the above mentioned various citations, mentioned in the claim statement, it is seen that, the II Party is not justified in raising the objection to the effect that present reference is not maintainable due to the delay and latches. The I Party in the claim statement as well as in the evidence has pointed out that, the I Party is an illiterate and the I Party has repeatedly requested the II Party officials to provide employment in the II Party Organisation. Further, the MW-1, namely the Assistant Manager of the II Party has also admitted that I Party is an illiterate person and it is true to suggest that in the mines there is no shelter from sun and rain and it is true to suggest that there is no health unit and it is true to suggest that, the working conditions as per the mining act have not been provided at the mines. In such circumstances, it is crystal clear that, II Party has not provided the basic and statutory and also necessary facilities for the proper working conditions and also, for the welfare of the I Party workers.

8. Further, Industrial Dispute Act is a social legislation brought into existence after various Industrial Revolutions, stage by stage and the said act has been enacted to provide minimum and basic facilities for workman and protect his/her employment. Further, II Party cannot take the super technical submission of delay and latches as a protective shield to cover up their lapses and violation of laws. Further, it is the well settled law that, I Party can initiate proceedings for the alleged illegal termination of services of workman en-mass by the II Party. Further, for the effective implementation of the Labour enactment and protecting the interest of workman only the Government have created a Labour Department. Further, it is very pertinent to point out that, the present reference is made by the Government of India, Ministry of Labour with the above mentioned schedule. Hence, this Court is bound to pass appropriate award in accordance with law based upon the facts and circumstances of the present matter. The II Party/Management cannot take super technical and hyper technical measures, so as to avoid payment of the legitimate amounts, payable to the I Party/Workman. Further, it is clearly held in the judgment reported in 1995-II-LLJ 835, between H.S. Vasantsenaiah Vs. The Divisional Controller, K.S.R.T.C & Anothers, as follows:- "Delay in approaching the Labour Court- No ground to deny back wages and other consequential benefits."

9. Further, it is held in the judgment reported in 1999-LLJ-II-pg 482-483 [SC], between Mahavir Singh Vs. U.P. State Electricity Board and others, as follows:- "Delay in raising dispute – Labour Court finding termination of workman's service illegal-reference could not be rejected." Also in the judgment reported in 2003-LLJ-I-pg 412-414 [MP], between Ramadhar Tiwari Vs. Union of India and others, it is clearly held as follows:- "No limitation laid down for raising dispute under statute - dispute raised after about 5 years - not one which could be refused on ground of delay." Again, in the judgment reported in 1994-LLJ-I-pg 468-471 [All], between U.P. State Spinning Mills Co. Vs. State of U.P and others, it is specifically held as follows:- "Lapse of 11 years between raising a dispute and making reference does not lose the character of industrial dispute." Further, in the judgment reported in 2002-LLJ-I-pg 1079-1081 [Del], between Mangal Singh Vs. Presiding Officer, Industrial Tribunal No.1, Delhi and another, it is clearly held as follows:- "Relief under Industrial Dispute Act, 1947 not to be denied to workman merely on ground of delay." Also, in the judgment reported in 2002-LLJ-I-pg 1129-1132 [Bom], between Haribhau S/o. Gaman Waghchaure Vs. State of Maharashtra and another, it is clearly held as follows:- "Limitation Act does not apply to proceedings under Industrial Dispute Act, 1947- If plea of delay be raised, employer to show real prejudice caused by delay and not rely on it as mere hypothetical defense." In the present case also, considering the above mentioned socio-economic conditions, poverty and illiteracy, of the I Party, it is found that, the appropriate relief, in accordance with law has to be granted to the workman and the same cannot be denied, as per the mere hypothetical defence taken by the II Party regarding the delay and in fact, the II Party has not established the real prejudice caused by the said delay.

10. Further, in the judgment in the case of Basti Sugar Mills Co. Ltd. Vs. State of U.P., (1979) 2 SCC 88, by V. Kishna Iyer. J, it is pointed out as follows:- "Industrial Jurisprudence does not brook nice nuances and torturesome technicalities to stand in the way of just solutions reached in a rough and ready manner. Grim and grimy life-situations have no time for the finer manners of elegant jurisprudence." Thus, the process of industrial adjudication is an onerous

task being guided by the constitutional mandates and aiming at settlement of the industrial dispute on a fair and just basis, tested on the touchstone of social and economic justice. When an industrial dispute is raised, it is a commotion to be pacified by dispensing justice. In such adjudication, not just the right to equality and other Constitutional guarantees, but the aims and ideals of the Constitution enter into the consideration. It is the duty of the Courts to apply directive principles in interpreting the Constitution and the laws. Also, it is reported in Lloyds Bank Ltd Vs.. Bundy, (1974) 3 All ER 757 that Lord Denning first clearly enunciated his theory of "inequality of bargaining power". He began his discussion on this part of the case by stating (at page 763): "There are cases in our books in which the courts will set aside a contract, or a transfer of property, when the parties have not met on equal terms, when the one is so strong in bargaining power and the other so weak that, as a matter of common fairness, it is not right that the strong should be allowed to push the weak to the wall." In the present case also, it is seen that, the II Party has clearly admitted in the counter statement that, the success of the co-workers of I Party in W.P. No. 5615/2001 dated 29.03.2001, W.A. No. 3460/01 c/w W.A. No. 3459/01 dated 12.06.2002 and W.P. No. 26101/01 c/w W.P. Nos. 23798/01, 23797/01 & 23794/01 dated 01.06.2006, has inspired the I Party to file the present reference and in fact, the I Party has specifically pointed out in the claim statement and evidence that, the I Party is an illiterate person and the I Party is facing poverty, economic and social weakness and the I Party has repeatedly requested the II Party officials to provide employment to the I Party and Assistant Manager of II Party MW-1 has also admitted in his evidence that, I Party is an illiterate person and also the II Party has not established the real prejudice caused to the II Party, by the said delay.

11. Further, the Hon'ble High Court of Karnataka, in W.P. No. 9974/2006 (L-TER) dated 07.01.2015, (Before Mr. Hon'ble Chief Justice D.H. Waghela and Mr. Hon'ble Justice Budihal. R. B), in the case of The Management of National Aerospace Laboratories Vs. Engineering & General Workers Union and the Managing Directors, it is particularly held as follows:- "The jurisdiction of an Industrial Tribunal, therefore, is expansive and creative and not restricted to only enforcing or interpreting the contract of service or the extant legal provisions and it is not-fettered by the limitations of contracts and can even involve extension of existing agreement of the making of a new one, or in general, creation of new obligations or modification of old ones." In the present case also, for the above mentioned facts and circumstances it is found that, I Party is entitled to get appropriate relief, in accordance with law, and the II Party is not justified in raising the objection on the ground of delay and laches, as per the said jurisdiction of the present Court. Thus, the point is answered in favour of the I Party.

12. Analysis, Discussion and Findings with regard to the above mentioned point/issue No. 2:-

The MW-1 the Assistant Manger of II Party, who has given evidence on behalf of II Party has admitted that, it is true to suggest that, there is no health unit and the working conditions as per the mining act have not been provided at the Mines. The said admission is also clinchingly established the various above mentioned allegation made as against the II Party. Further, MW-1 has admitted that, it is true to suggest that, as per the provisions of the mining act there should be a qualified doctor to attend the I Party workers at the mining site. If it is so, then there is no need for the II Party to get the doctor from Hatti Gold Mines and to subject the I Party to medical examination. On that ground only, I Party has clearly stated in the claim statement that, as per the illegal medical certificate, the social and economic weaker section person of the I Party has been refused to continue the work by the II Party.

13. Further, MW-1 namely, the Assistant Manager of II Party/Management has admitted that the II Party company has suffered loss of 21 crores due to mis-management and it is also true to suggest that, due to the said mis-management, the financial crisis has occurred and it is true to suggest, having suffered the said loss the management thought of reducing the number of workers and it is true to suggest that, the Management ordered for medical examination of all the mining workers. For the said reasons only, I Party has categorically stated in the claim statement that, II Party has suffered huge loss due to mis-management and in the way of reducing the number of workers they have conducted illegal medical examination and terminated several workers including I Party. Further, MW-1 admitted that, to examine the workers doctors, have come from Hatti Gold Mines Ltd. However, he has admitted, that he does not know the names and qualifications of those doctors.

14. Further, in the counter statement the II Party has stated that, the I Party has been given opportunity to prefer an appeal before Appellate Medical Board within 30 days, if the I Party is aggrieved by the Medical Report. However, the MW-1 has categorically admitted that, it is true to suggest that, they have not produced the Medical certificate issued by the Doctor who has examined the I Party health condition and it is also true to suggest that, the Medical From 'O' is in English language. At the same time, the MW-1 has admitted that, I Party workers are illiterate workers. Hence, it is found that the said medical certificate has not been issued in the language known to the workers/I Party and also not understood by the I Party and in fact, the said medical certificate is also not submitted to this Court by the II Party. In such circumstances, it is too much on the part of II Party to content that I Party has got the appeal remedy as per the medical certificate and the workers have not availed the appeal remedy and hence they cannot file the present case before this Court. Further, MW-1 has admitted in his evidence that, the Doctors have not conducted the medical

examination in his presence and he does not know in what respect the I Party has been found unfit to continue in service and he has to verify in the office whether copy of notice issued to I Party after medical examination or acknowledgement regarding service of notice on the I Party is available or not. So, the MW-1 has not produced the relevant records to establish that, after medical examination, proper record has been issued to I Party to appeal before 30 days. On the other hand, MW-1 has categorically admitted that, II Party has not produced the Medical certificate issued by the Doctor who has examined the I Party. Above all, MW-1 has admitted that, it is true to suggest that, I Party has not been issued with charge sheet and no enquiry has been conducted before the termination of his service. The said categorical admission of MW-1 shows that, II Party has not terminated the I Party as per the principles of natural justice.

15. Further, MW-1 has admitted that, it is true to suggest that as per the clause 18 and 24 any termination has to be followed by enquiry along with 3 months notice pay. However, MW-1 has admitted that, I Party has not been issued with charge sheet and also, enquiry has been conducted. Hence, it is crystal clear that, II Party has not terminated the I Party in accordance with law. Further, MW-1 has admitted that, termination order has not been attached with copy of Medical Certificate pertaining to I Party. Furthermore, MW-1 has admitted that, he does not know in what respect the Medical Officer opined that, the I Party is being medically unfit. Further, MW-1 has admitted that, it is true that, II Party has not taken any permission from Labour Ministry or Labour Secretary under the provisions of I.D. Act for terminating services of several employees on the basis of medical grounds. Further, MW-1 has specifically admitted in his evidence that, it is true to suggest that I Party is the illiterate person and it is true to suggest that company has not furnished to the I Party the Kannada Version/translation of Medical Certificate which is in English and the company has enhanced the age of employees to 60 years w.e.f 17.07.2008. In the light of the above mentioned facts and circumstances it is found that, the II Party is not justified in submitting that, the I Party has to prefer only the appeal as against the medical certificate issued by the medical officer. Thus, the point/issue is answered as against the II Party.

16. Analysis, Discussion and Findings with regard to the above mentioned point/issue No. 3:- The I Party has stated in the claim statement that, he is entitled to work till attending the age of superannuation and the I Party's actual date of birth is registered in EPF, B-register and Service records, etc and suddenly, the II Party has refused to provide employment to the I Party, as per the so-called illegal medical examination and the co-workers have challenged there pre-matured retirements and age certification before the Hon'ble High Court of Karnataka, viz.,

- (i) Writ Petition No. 5615/2001 between Smt. K.Dundamma Vs. MML, and the same Management of II Party challenged the same in Writ Appeal No. 3460/2001 C/W W.No. 3459/2001. The said Appeal has been rejected on 12.06.2002 confirming the single Judge order dated 29.03.2001. In view of the said decision the Management reinstated the above mentioned pre-matured retired employee with payment of back wages, with continuity of service thereon.
- (ii) Writ Petition No. 26101/2001, C/W W.P. Nos. 23798/2001, 23797/2001 & 23794/2001 filed by Sri V.C. Range Gowda and 8 others Vs. MML, and the same has been allowed on 01.06.2006. The MW-1, the Assistant Manger of II Party has also admitted the said details, in his evidence. Further, the I Party has specifically pointed out that, on account of administrative problems faced by the II Party, the II Party adopted its own tactics, ways and means for terminating the Mining Workers in short cut methods and also, in an illegal and irregular manner by adopting anti-labour and un-fair labour practice and victimized the I Party and other co-workers by removing them enmasse by resorting to so-called Medical Examination during the year 1998 in illegal and irregular manner, without disclosing the true fact, to the I Party and also without notifying the so-called Medical Report i.e., not by a Doctor of a Rank of Assistant Civil Surgeon as defined in Rule 29-C of the Mines Rules 1995 and hence, the so-called Medical Examination conducted by the II Party is illegal and irregular, and the same is not having any legal sanctity and not sustainable in law as it is violative of Rule 29-C. The MW-1, Assistant Manger of II Party has candidly admitted in his evidence that, due to mis-management, the II Party has suffered administrative problems, and hence, the II Party has decided to terminate the services of the I Party workers.

17. Further, it is specifically pointed out by the I Party that, II Party has no right to refuse the employment to the I Party without following the due process of Law and the II Party used the illegal, imaginary, hypothetical and unscientific Medical report as its tool for unilaterally deciding the age of I Party and other workers even though the correct age is mentioned in the EPF, B-register and Service records, and I Party is hale and healthy and entitled to work up to the age of superannuation. In the evidence also, I Party has stated the said details mentioned in the claim statement. Further, in the cross examination, I Party has clearly pointed out that, it is not true to suggest that, as per the request made by the union the II Party subjected the I Party to medical check up and found the I Party unfit to continue in service. In the additional evidence also, the I Party has pointed out that, it is not true to suggest that as on termination, all amounts due to I Party have been received and the I Party has filed the present case, without any

justification. Further, the II Party has also not produced any relevant records, to establish that, the II Party has paid all the amounts due to I Party as on the date of termination. Further, it is observed in the judgment reported in 1984-I-LLJ 388(SC) as follows:- “Acceptance of retirement benefits – Acceptance of retirement benefits by the workmen concerned – Whether precluded from raising Industrial Disputes Challenging Orders of retirement. On the materials placed by the management, held, neither a case of acquiescence nor a case of waiver on the part of workmen was made out – Held, the workmen were entitled to wages for the period between the dates of retirement and the dates of their reaching the age of 58 years.” Also, in the judgment reported in 1997-II-LLJ 228(SC) it is held as follows:- “There is no statutory estoppels in favour of the Officer.” Further, it is the settled law that, there is no estoppel as against the statutory rights/benefits, which the I Party/workman is entitled to get under the provisions of the Industrial Disputes Act, 1947 and the II Party has also not established that, the action has been taken by the II Party as against the I Party, as per the principles of natural justice and also, as per the procedure and practice to be followed in accordance with law. In the light of the above mentioned reasons, facts and circumstances it is found that, the II Party is not justified in submitting that, after the receipt of the terminal benefits the I Party cannot raise any dispute in the present case and thus, the point/issue is answered as against the II Party.

18. Analysis, Discussion and Findings with regard to the above mentioned point/issue No. 4:-

The I Party has categorically stated that, due to mis-management the II Party has suffered a loss and hence, the II Party has found its own tactics, ways and means for terminating the mines workers in short cut methods and also in an illegal and irregular manner by adopting anti-labour and un-fair labour practice and victimized the I Party and other co-workers by removing them enmasse by resorting to so-called Medical Examination during the year 1998 in illegal and irregular manner. Further, MW-1 has admitted in his evidence that the II Party has entrusted the work to private party in spite of availability of technical persons and machinery in the year 1995-1996 and hence, the II Party company has suffered a loss of about Rs. 21 crores and it is also true to suggest that, due to said mis-management the financial crisis occurred and also it is true to suggest that, having suffered the said loss the management thought of reducing the number of workers. Hence, it is clear that, the MW-1 of II Party has also admitted the said submissions made by the I Party in the claim statement. Further, MW-1 has admitted that, he cannot right now give the date, month and year of notice served to I Party and it is true to suggest that, I Party has not been issued with charged sheet and no enquiry has been conducted before the termination of the I Party. Further, MW-1, admitted that, it is true to suggest that as per the clause 18 and 24 any termination has to be followed by enquiry along with 3 months notice pay. However, MW-1 has clearly admitted that 3 months notice pay has not been paid to the I Party by the II Party.

19. Further, MW-1 has admitted in his evidence that, it is true to suggest that, there is Statutory Report, B Register and Provident Fund Register. Further, I Party has categorically stated that, the date of birth has been entered in the Statutory Report, B Register and Provident Fund Register and the II Party without any valid reasons pre-maturely terminated the service of the I Party. Further, the date of birth of I Party mentioned in the claim statement is the same as mentioned the employees register, which is marked as Ex M-1, except in the case of CR No. 101/2007. In the case of CR No. 101/2007, as per the Ex M-1, the date of birth of workman is 01.07.1948. Also, the Circular relating to enhancing the superannuation age from 58 years to 60 years to the workers of II Party, is applicable only to persons who are in employment as on 17.07.2008 only. Further, MW-1 has clearly admitted that, it is true to suggest that, as per Clause 18.3 of CDPR rules, the changes in the date of birth, as entered in the company record, can only effected on a judgment of a competent Court and except on a judgment of a Court, the date of birth once recorded, will not be changed at the request of the Officer/Employee under any circumstances. For that reason only, I Party has clearly stated that, the II Party has terminated the service of I Party pre-maturedly without any valid reasons. Further, the act of the II Party, certainly, is not proper and legal and as much as, no valid reasons have been furnished by the II Party for not producing the medical certificate issued to the I Party by the II Party and no valid reason has been furnished by the II Party as to what prevented the II Party in not following the principles of natural justice and also for not producing the material records, though they are very important records, to prove the aforesaid details mentioned in the counter statement filed on behalf of II Party. Further, on the careful perusal of material records mentioned in the Exhibits list, it is seen that, II Party has refused to provide work to the I Party without following the due process of law. Further, it is found that, there is discrimination and also violation of fundamental right caused to the I Party and it is not proper and also, not legal to give forceful retirement to I Party, by the II Party, without following the due process of law.

20. Further, it is seen that, the II Party has not terminated the service of the I Party as per the Principles of Preponderance of Probability. Further, no injustice can be caused by the II Party to the I Party and I Party cannot be victimized due to the actions of the II Party without any valid reasons. Further, it is relevant to mention that, the I Party/workman has been punished by II Party without adopting the procedure known under law. Further, the underlying aim and object of adjudication of an Industrial Dispute is, in effect, dispensation of social and economic justice and translating fundamental rights as well as directive principles into some tangible relief. The ultimate object is to see that industrial disputes are settled by industrial adjudication on principles of fair play and justice. Further, the awarding of reinstatement does not amount to automatic conferment of back wages as held in 2009 (4) LLJ 667 (SC)

Malla C.N. Vs. State of Jammu and Kashmir & others. Further, it is held by the Hon'ble Supreme Court, in the case of APSRTC Vs. B.S. David Pal, reported in 2006 (2) SCC 282, that the entitlement of back wages is not automatic on reinstatement. Awarding of back wages, depend upon other factors and circumstances. The I Party has pointed out in the claim statement that the I Party has been thrown out of employment and is facing hardship. In the affidavit also, the I Party has stated that with no financial income the I Party is facing great hardship. However, the claim of the workman that, the I Party is entitled for the full back wages, cannot be considered, having regard to fact that the I Party has not performed any work for II Party from 1998 to the date of superannuation, for the several years, and also, in order to balance the interest of both the parties, by adopting the balancing test or balancing process in the proper manner, this Court is of the considered opinion that in the facts and situation of the present case, 50% back wages and other consequential benefits only can be granted to the I Party. In the claim statement, the I Party has claimed interest, however the I Party has not enlightened the fact that the I Party is entitled to get interest also as prayed for in the claim statement by adducing relevant evidence and appropriate records. Hence, it is found that, the I Party is not entitled to get interest amount for the above mentioned factual reasons and also legal grounds.

21. Further, in the judgment reported in 2010-I-LLJ-861(SC), in C.A. No. 2874/2009, dated 28.04.2009, (Before Mr. Justice Tarun Chatterjee and Mr. Justice H.L. Dattu), in the case of Malwa Vanaspati & Chemical Co. Ltd. Vs. Rajendra, it is held as follows:- “Back Wages – Entitlement for full back wages – Depends upon facts and circumstances of each case – Employee reinstated in service – Question of termination or reinstatement not in dispute – Employee only entitled to 50% back wages.” Also, in the judgment reported in AIR 2009 Supreme Court 240, in C.A. No. 5425/2008, dated 02.09.2008, (Before Mr. Justice Tarun Chatterjee and Mr. Justice Aftab Alam), in the case of M.P. Electricity Board & Ors Vs. Maiku Prasad, it is held as follows:- “Industrial Dispute Act (14/1947), Sch. 2, Item 6 – Back wages – Curtailment – Respondents’ service terminated for unauthorised absence – Termination set aside by Labour Court – Direction for reinstatement and payment of full back wages passed – Considering long period between termination and reinstatement for which respondent has not worked – Back wages reduced to 50%.” Further, in the judgment reported in 2010-I-LLJ-861(SC), in C.A. No. 2874/2009, dated 28.04.2009, (Before Mr. Justice Tarun Chatterjee and Mr. Justice H.L. Dattu), in the case of Malwa Vanaspati & Chemical Co. Ltd. Vs. Rajendra, it is held as follows:- “Back Wages – Not to be granted mechanically, upon termination of service being held illegal- Service of workman terminated in 1987 – Labour Court gave its award in 2002 holding termination illegal – In circumstances of case, 50% back wages held proper and payment thereof accordingly directed.” In the present case also, it is found that, the I Party is entitled to get 50% of the amount, out of the total amount of the monetary benefits with continuity of service, and other consequential benefits that I Party would have received in the absence of the impugned punishment of refusal to provide employment, by the II Party.

22. Further, in the judgment reported in 2009-I-LLJ 1 [SC], between Senior Regional Manager, TASMAL Ltd., and another Vs. The M. Raviselvam, it is held as follows:- “Back wages-payment of back wages questioned- On reinstatement, full back wages is not to be paid automatically. It depends upon facts of each case. In the present case order for payment of back wages modified to the extent of 50% to be paid by the Management.” And in the judgment reported in 1999-LLJ-I-pg 1260-1265 [SC], between Ajaib Singh Vs. Sirhind Co-operative Marketing-Cum-Processing Service Society, it is clearly held as follows:- “Delay in seeking relief by workman against Termination of Service-Article 137 of Schedule to Limitation Act not applicable to proceedings under I.D. Act – Workman entitled to 60% of back wages.” Further, in the judgment reported in 1990 [61] FLR 768, between Delhi Transport Corporation Vs. D.T.C. Mazdoor Congress and others, it is held as follows:- “A confirmed and permanent employee-Terminated without one month’s notice or pay in lieu of and without holding enquiry and affording any opportunity-Termination was illegal-Principles of natural justice violated.” In the present case also, the II Party has terminated the I Party without following the Principles of natural justice and without holding enquiry and also without offering opportunity to the I Party to put forth his/her defence. Further, in the judgment reported in 2010-I-LLJ 682 [Bom], between Santhosh Kumar, S/o Babulal Gupta Vs. Sub-Area Manager, Western Coal Fields Ltd., Maharastra and another, it is held as follows:- “Dismissal of workman from service – no enquiry held – termination order not served on workman – punishment held disproportionate – deprivation of 50% back wages with warning issued to workman held would be proper.” Further, the II Party has stated in the counter statement that, the I Party, on medical examination, has found to be unfit to work. However, in the same counter statement II Party has stated that, I Party is happily working elsewhere since the date of termination and the I Party is working elsewhere also earning salary. In such circumstances, it is seen that, the submissions made by the II Party in the counter statement are self contradictory. On that ground also II Party is not justified in terminating the services of I Party without following the principles of natural justice, fairness and reasonableness. Further, on the totality of the above mentioned facts and circumstances, and also, after taking into consideration the evidences and exhibits mentioned herein below, in the proper perspective, the following award is passed, in the best interest of justice, equity and fair play.

(i) **In C R No. 22/2007 Sh. Giddegowda Vs. MML****AWARD**

The II Party/Management is not justified in imposing the punishment of termination of I party/Sh. Giddegowda with effect from 09.09.1998 and II Party is directed to pay to the I Party 50% of the amount, out of the total amount of back wages and other consequential benefits, salary and allowances and all benefits due and payable to the I Party from the date of termination, namely, 09.09.1998 till the I Party attains the age of retirement i.e, 12.08.2010 to which the I Party would have been entitled in the absence of the impugned termination of service passed by II Party. In computing such benefits the I Party shall be deemed have been in continuous service of II Party, till the date the I Party attains the age of retirement and the present reference is answered, accordingly, without cost for the above mentioned peculiar facts and circumstances.

(ii) **In C R No. 30/2007 K.N. Honnegowda Vs. MML****AWARD**

The II Party is not justified in terminating the service of the Sh. K.N. Honnegowda – workman,(since deceased) w.e.f 29.04.1998 and II Party is directed to pay 50% of the amount, out of the total amount of back wages and other consequential benefits, salary and allowances and all benefits due and payable to the I Party/Workman to the LRs of the deceased workman, namely, the above mentioned LR's by paying 1/5th share each, from the said amounts payable to deceased workman from 29.04.1998 to 01.12.2005, and the award is passed accordingly, without cost for the above mentioned peculiar facts and circumstances.

(iii) **In C R No. 101/2007 Smt. B. Kempamma Vs. MML****AWARD**

The II Party is not justified in terminating the service of the Smt. B. Kempamma – workman,(since deceased) w.e.f 04.02.1998 and II Party is directed to pay 50% of the amount, out of the total amount of back wages and other consequential monetary benefits, salary and allowances, and all benefits due and payable to the I Party/Workman, to the LRs of the deceased workman, namely, the above mentioned LR's by paying 1/4th share each, from the said amounts payable to deceased workman from 04.02.1998 to 01.07.2006, and the award is passed accordingly, without cost for the above mentioned peculiar facts and circumstances.

(iv) **In C R No. 38/2007 Sh. Thopegowda Vs. MML****AWARD**

The II Party/Management is not justified in imposing the punishment of termination of I party/ Sh. Thopegowda with effect from 28.06.1998 and II Party is directed to pay to the I Party 50% of the amount, out of the total amount of back wages and other consequential benefits, salary and allowances and all benefits due and payable to the I Party from the date of termination, namely, 28.06.1998 till the I Party attains the age of superannuation i.e, 11.05.2011 to which the I Party would have been entitled in the absence of the impugned termination of service passed by II Party. In computing such benefits the I Party shall be deemed have been in continuous service of II Party, till the date the I Party attains the age of superannuation and the present reference is answered, accordingly, without cost for the above mentioned peculiar facts and circumstances.

(Dictated, transcribed, corrected and signed by me on 21st July, 2017)

V. S. RAVI, Presiding Officer

(i) **In C R No. 22/2007 Sh. Giddegowda Vs MML****List of Witness on the side of I Party:**

WW 1	Smt. Giddegowda, I Party/ workman and also additional evidence
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List of Witness on the side of II Party:

MW 1	Sh. Somanna, Assistant Manager, II Party/ Management
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	-	Membership Application Form issued by II Party
Ex W-2	29.03.2001	Order passed in W.P. No. 5615/2001
Ex W-3	12.06.2002	Order passed in W.A. No. 3460/2001 c/w 3459/2001
Ex W-4	01.06.2006	Order passed in W.P. No. 26101/2001 c/w 23798/2001, 23797/2001 & 23794/2001
Ex W-5	22.08.2008	Circular relating to enhancing the superannuation age from 58 years to 60 years

Exhibit marked on behalf of II Party:

Exhibits	Date	Description of Document
Ex M-1	-	Register of Employees

(ii) In C R No. 30/2007 K.N. Honnegowda Vs MML**List of Witness on the side of I Party:**

WW 1	Sh. K.N. Honnegowda, I Party/workman
WW 2	Sh. K.H. Venkatesh, S/o Late Nanjeshi Gowda
WW 3	Smt. Padma, W/o Expired son of Workman

List of Witness on the side of II Party:

MW 1	Sh. Somanna, Assistant Manager, II Party/ Management
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	29.04.1998	Termination Order issued by II Party
Ex W-2	29.03.2001	Order passed in W.P. No. 5615/2001
Ex W-3	12.06.2002	Order passed in W.A. No. 3460/2001 c/w 3459/2001
Ex W-4	01.06.2006	Order passed in W.P. No. 26101/2001 c/w 23798/2001, 23797/2001 & 23794/2001
Ex W-5	22.08.2008	Circular relating to enhancing the superannuation age from 58 years to 60 years
Ex W-6	18.04.2017	Genealogical tree.
Ex W-7	15.08.2016	Death Certificate of workman
Ex W-8	06.08.2016	Death Certificate of wife of workman
Ex W-9	17.08.2015	Death Certificate of son of workman

Exhibit marked on behalf of II Party:

Exhibits	Date	Description of Document
Ex M-1	-	Register of Employees
Ex M-2	-	Employees Service Record

(iii) **In C R No. 101/2007 Smt. B. Kempamma Vs MML****List of Witness on the side of I Party:**

WW 1	Sh. Manje Gowda, S/o Late Smt. B Kempamma and also additional evidence
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List of Witness on the side of II Party:

MW 1	Sh. Somanna, Assistant Manager ,II Party/ Management
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	29.03.2001	Order passed in W.P. No. 5615/2001
Ex W-2	12.06.2002	Order passed in W.A. No. 3460/2001 c/w 3459/2001
Ex W-3	01.06.2006	Order passed in W.P. No. 26101/2001 c/w, 23798/2001, 23797/2001 & 23794/2001
Ex W-4	22.08.2008	Circular relating to enhancing the superannuation age from 58 years to 60 years
Ex W-5	26.09.2006	Death Certificate of workman
Ex W-6		Genealogical tree.

Exhibit marked on behalf of II Party:

Exhibits	Date	Description of Document
Ex M-1	-	Register of Employees

(iv) **In C R No. 38/2007 Sh. Thopegowda Vs MML****List of Witness on the side of I Party:**

WW 1	Sh. K N Nanjunde Gowda, I Party/ workman and also additional evidence
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List of Witness on the side of II Party:

MW 1	Sh. Somanna, Assistant Manager ,II Party/ Management
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Exhibit marked on behalf of I Party:

Exhibits	Date	Description of Document
Ex W-1	-	Membership Application Form issued by II Party
Ex W-2	29.03.2001	Order passed in W.P. No. 5615/2001
Ex W-3	12.06.2002	Order passed in W.A. No. 3460/2001 c/w 3459/2001
Ex W-4	01.06.2006	Order passed in W.P. No. 26101/2001 c/w 23798/2001, 23797/2001 & 23794/2001
Ex W-5	22.08.2008	Circular relating to enhancing the superannuation age from 58 years to 60 years

Exhibit marked on behalf of II Party:

Exhibits	Date	Description of Document
Ex M-1	-	Register of Employees

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1850.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नेशनल मिनरल डेवलपमेंट कार्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 74/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-29011/14/2014-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 2nd August, 2017

S.O. 1850.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2014) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. National Mineral Development Corporation Ltd. and their workman, which was received by the Central Government on 26.07.2017.

[No. L-29011/14/2014-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/74/14

The President,
Bhartiya Khadan Mazdoor Sangh (BMS),
Bacheli Branch, PO Bacheli,
Distt. Dantewada
Chhattisgarh

...Workman/Union

Versus

General Manager,
NMDC Ltd., BIOM,
Bacheli Complex, PO Bacheli,
Distt. Dantewada,
Chhattisgarh

...Management

AWARD

Passed on this 23rd day of June, 2017

1. As per letter dated 6-6-14 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-29011/14/2014-IR(M). The dispute under reference relates to:

“Whether the action of the management of National Mineral Development Corporation Ltd., Bacheli Complex, Distt. Dantewada(CG) in deducting one day wages plus other allowances of workers not taken to the duty spot by the management is justified or not? If not, what relief the concerned workmen are entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party not appeared despite repeated notices. As such proceeded exparte on 5-12-2016.

3. 2nd party management filed exparte Written Statement. Case of 2nd party is that Ist party had issued notice for direct action dated 22-11-2012. After receiving said notice, management informed Labour Authorities, Direct Administration to maintain the law and order situation. Similar request was made to Supt. Of Police, Dantewada, SDM, Dantewada, SDOP Town Inspector of police station, Bacheli, Senior Commandant CISF for maintaining the law and other situation. Unions SKMS, MMWU & BMWU representatives and management held meeting on 19-11-12 with police and other authorities. It was agreed that members of the Union will not stop willing employees from work in the shifts. They would not create hurdle in the working. Meeting was attended by management representative D.V.Raju

AGM, Shri Rajesh Singh Sr. Manager. District Authorities had deployed sufficient police personnel. Transport facility was arranged by management for attending duty by the employees. That members of BKMS Union had mingled with other employees not availing transport facilities by the management. Members of the claimant Union did not report for duty on 22-11-2012. They were treated absent from duty. It is alleged that they were directly involved in strike and because of illegal strike, corporation suffered loss of Rs.7.89 crores. Wages of employees absent from work were deducted. Union raised present dispute. It is reiterated that employees members of the Union not availed transport facility. He did not report on duty. Their attendance cannot be allowed. Union has not filed statement of claim in the matter.

4. Management filed affidavit of witness Sailendra Soni supporting whole contentions in Written Statement filed by management.

5. Ist party ot participate in reference proceeding. Therefore considering unchallenged evidence of management's witness, action of management deducting one day wages is legal.

6. In the result, award is passed as under:-

- (1) The action of the management of National Mineral Development Corporation Ltd., Bachel Complex, Distt. Dantewada(CG) in deducting one day wages plus other allowances of workers is legal.
- (2) Workmen are not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1851.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैंगनीज अयस्क (इण्डिया) लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 13/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-27011/1/2006-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 2nd August, 2017

S.O. 1851.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2006) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Manganese Ores (India) Ltd. and their workman, which was received by the Central Government on 26.07.2017.

[No. L-27011/1/2006-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/13/2006

Secretary,
Rashtriya Manganese Mazdoor Sangh
Bansi Villa Compound,
Katol Road,
Nagpur

....Workman/Union

Versus

General Manager(P),
MOIL, 3 Mount Extension,
PO Box No.34,
Nagpur

...Management

AWARD

Passed on this 23rd day of June 2017

1. As per letter dated 24-4-2006 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No.L-27011/1/2006-IR(M). The dispute under reference relates to:

“Whether the action of the management of Manganese Ores(I)Ltd in imposing the penalty of dismissal from service is justified? If not, to what relief Shri Parvez Khan is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim. Case of workman is that he was appointed as trainee Car and Lorry Driver by management for period of one year vide order dated 6-10-2011. His appointment was on condition if his work was found satisfactory, he would be appointed regularly. After his work was found satisfactory vide order dated 21-2-02, he was regularized on post of Driver in pay scale 3900-5150. That accident occurred due to negligent driving of the worker. He was suspended on 22-11-02. Chargesheet was issued to workman on 4-12-03. Because of negligent driving, dumper No.6 fell and got damaged. Workman submitted reply to chargesheet on 9-12-03 explaining the circumstances claiming that he was not negligent in performing his duties. The accident occurred due to mechanical fault. His explanation was not accepted. Shri Sengupta was appointed as Enquiry Officer, G.V.Vagnu Sr.Dy General Manager as Presenting Officer. Statement of 4 witnesses of management were recorded. Statement of 2 witnesses in defence were recorded. Workman reiterates that he was not given proper opportunity by Enquiry Officer. Principles of natural justice were not followed. Enquiry Officer submitted report holding him guilty of all charges. After issuing notice, punishment of dismissal was imposed against him. Workman reiterates that enquiry was not conducted following principles of natural justice. Procedure adopted by Enquiry Officer was illegal. Evidence of management's witnesses was not properly considered. On such ground, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement opposing claim of workman. It was reiterated that workman not filed statement of claim. Workman has filed statement of claim afterwards.; that management had received complaint against workman. Chargesheet was issued to workman on 4-12-03 about negligent driving of dumper No.6 causing damage. Enquiry was conducted on various dates following proper procedure. It is denied that enquiry was conducted in violation of principles of natural justice. Statements of witnesses were recorded. Enquiry Officer submitted findings that charges alleged against workman are proved. Dumper fell down 20-25 meters due to negligent driving. Dumper suffered damage. Considering the proved charges, punishment of dismissal imposed on workman is legal.

4. As per order dated 1-3-17, enquiry conducted against workman is found proper and legal.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the charges alleged against workman is proved from evidence in Enquiry proceedings?	Partially proved
(ii) Whether the punishment of dismissal imposed against workman is proper and legal?	In Negative
(iii) If not, what relief the workman is entitled to?”	As per final order

REASONS

6. The term of reference pertains to legality of punishment of dismissal imposed against workman. Enquiry is found legal. Charges alleged against workman required to be decided from evidence in Enquiry Proceedings. Exhibit M-9 report to police given by Incharge Manager shows that workman was driving dumper No.6 which fell down 20-25 ,meters down. After getting information about the accident, he had visited the place of incident, he accompanied by Anand Sethi operator. They had found the dumper lying 20-25 meters down. Exhibit M-1 is chargesheet issued to workman M-2 is reply given to the chargesheet by workman denying the charges. Explanation given by workman was that the accellator had stuck. In Enquiry Proceeding, witness Anil Gaikwad has stated that workman was driving dumper No.6 whole day on 13-11-2003. They completed 12 capes in the day. No complaint was received against the workman. Thereafter while dumper was taken for other trip, while taking dumper reverse as there was sand, there was raising of dumper. Workman jump from top of dumber. He suffered some injuries. Dumper suffered damage of Rs.17,57,998. During enquiry, workman was requesting insurance papers and documents about inspection of the vehicle, the same were not supplied. Those documents are not produced in the Enquiry proceedings. Statement of

witness V.P.Chouhan is on the pint that on 13-11-03, night 10pm, he received message from Anil Gailwad about accident of dumper. When they visited site, the dumper was found in turtled position, its half body was lying upper. The dumber had suffered damage. Similar is the evidence of other witness. Workman Parvez Khan had explained that while taking dumper reverse, the engine was raised and he lost control of the dumper. Same is the evidence of management's witness Ramdas that workman suffered injury to his hands. At the time of incident, workman had jumped from top of the dumper. It is certainly that because of it workman did not suffered serious injuries. Management's witness No.4 Manoj Sarif Khan have similar evidence. In his cross-examination, management's witness Sharif Khan said he was working as Driver since past 12 years. While turning the vehicle some times the gear is stucked. Workman cannot be held totally negligent while driving vehicle. The incident occurred due to sticking of gear appears probable. Evidence of witnesses shows while driving dumper No.6 at the relevant time, there was barrier of sand of about 2 feet height. As height of the barrier was not adequately high, the dumper had fallen in the deep. Evidence shows while taking reverse back, engine had raised and gone beyond control. Workman not taken safety measure and to that extent, charge of negligence is established against workman. For above reasons, I record my finding in Point No.1 as partly proved.

7. Point No.2- In view of my finding in Point No.1 negligence of workman while driving dumper No.6 is partly established. Workman jumped from top of dumper to save his life. Punishment of dismissal imposed against workman appears harsh and disproportionate. Considering the negligence on part of workman, he had not taken safety measures, punishment of dismissal imposed against workman requires to be modified.

8. Shri A.K. Shashi counsel for management relies on ratio held in case between-

Jaswant Singh versus Pepsu Roadways Transport Corp reported in 1984-SC-355. In above cited case, the driver of a passenger bus driving under intoxicating liquor while on duty endangering the safety of passengers.

The facts of present case are not comparable. Therefore ratio in above cited case cannot be applied to case at hand.

In case between Nand Kishore versus State of Bihar reported in AIR-1978-SC-1277. Their Lordship dealing with disciplinary proceeding held that domestic Tribunal must base its conclusion on some evidence and not mere suspicious.

In case between Ramakant Mishra versus State of UP reported in 1982-LAB.I.C.1790. their Lordship dealing with Section 11-A of ID Act held that Supreme Court can examine correctness of exercise. Dismissal of employee for use of indiscreet language disclosing threatening posture was upheld by their Lordship.

The facts of present case are not comparable. Workman was operating dumber for whole day making 12 trips. In night around 9.30 pm when trip of dumber was taken, the dumper No.6 fell down when engine was raised. Considering workman cannot be held fully responsible for accident, punishment of dismissal deserves to be modified withholding 3 increments with cumulative effect. Awarding backwages would not be appropriate as it may be a premium to prove misconduct of negligence. Accordingly I record my finding in Point No.2

9. In the result, award is passed as under:-

- (1) The action of the management of Manganese Ores (I) Ltd. in imposing the penalty of dismissal from service on workman Parvez Khan is proper and legal.
- (2) Punishment of dismissal of workman is modified to withholding of 3 increments with cumulative effect.
- (3) 2nd party is directed to reinstate workman without backwages.

R. B. PATLE, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1852.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सेसा गोवा लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या 18/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.07.2017 को प्राप्त हुआ था।

[सं. एल-29012/48/2002-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 2nd August, 2017

S.O. 1852.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2003) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Sesa Goa Ltd. and their workman, which was received by the Central Government on 28.07.2017.

[No. L-29012/48/2002-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/18 of 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/s. SESA GOA LIMITED

The Chairman & Managing Director
M/s. Sesa Goa Ltd.
Sesa Ghor, 20, EDC Complex
Patto, Panaji, Goa 403 001

AND

THEIR WORKMEN

Shri Premanand Shiva Ghaddi
Ghadiwada, Virdi
P.O. Sanquelim
Goa.

APPEARANCES :

FOR THE EMPLOYERS : Mr. P.J. Kamat, Advocate

FOR THE UNION : Mr. Suhas Naik, Advocate

Mumbai, dated the 5th May, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-29012/48/2002-IR (M), dated 08.04.2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the Management of M/s. Sesa Goa Ltd., Goa in discharging Shri Premanad Shiva Ghadi, Heavy “AAA” Driver from the services w.e.f. 18.04.2002 is legal & justified? If not, to what relief the workman is entitled for ?”

2. After receipt of the Reference, notices were issued to both the parties. Second party Workman filed his Statement of Claim vide Ex-7. First party resisted the Statement of claim of Workman by filing their Written Statement (Ex-10). My Ld. Predecessor framed issues at Ex-26. By Part-I Award dated 08.05.2006 my Ld. Predecessor held that the enquiry conducted by first party management was not proper and findings of Inquiry Officer perverse. Both parties lead their evidence. Thereafter matter was fixed for filing written arguments by both parties.

3. Meanwhile both parties i.e. First party management and Second party workman filed joint application praying to dispose of the Reference as per consent terms (Ex-84). As both parties have settled the matter amicably, the reference deserves to be disposed of. In the circumstances, I pass the following order:

ORDER

In view of the consent terms (Ex-84), Reference is disposed of.

Date: 05.05.2017

M. V. DESHPANDE, Presiding Officer/Judge

MEMORANDUM OF SETTLEMENT UNDER SECTION 2 (P) READ WITH SECTION 18 (1) OF THE INDUSTRIAL DISPUTES ACT 1947 BETWEEN THE MANAGEMENT OF M/S. SESA GOA LTD. NOW KNOWN AS VEDANTA LIMITED AND THEIR WORKMAN SHRI EKNATH M. GAONKAR

NAMES OF THE PARTIES TO THE SETTLEMENT

Representing:

Management

M/s. Sesa Goa Ltd.

1. S. Venkataraman
Head HR

2. Mr. P.J. Kamat
Adv for Company

Workman

Shri Premanand Ghadi

Mr. Suhas Naik
Adv for Workman

Short recital of the case.

A reference in respect of termination of services of Mr. Premanand Ghadi is pending adjudication before the Hon'ble the Central Government Industrial Tribunal cum-Labour Court at Mumbai under Reference No.CGIT-2/18 of 2003. During the pendency of the Reference, the workman has attained his retirement age in the year 2010 and approached the management to explore the possibility of the settlement of the dispute on monetary terms. After protracted discussion on the issues, the parties have arrived at the settlement on the following terms.

TERMS OF SETTLEMENT

1. It is agreed between the parties that since the workman Mr. Premanand Ghadi has attained the age of retirement in the year 2010 the workman does not press for reinstatement in service and that the dispute of the workman is finally settled on monetary terms.
2. It is agreed between the parties that the workman Mr. Premanand Ghadi shall be paid an amount of Rs.5,00,000 (Five Lakhs only) being full and final settlement of all his claim arising out of his employment with Party-I and in full and final settlement of his dispute which includes salary, gratuity, bonus up to date balance leave salary, ex-gratia etc.
3. It is agreed and declared that the amount payable by the company to the workman in the manner herein above provided for is in full & final settlement and satisfaction of all the claims for compensation for loss of office or otherwise whatsoever.
4. It is agreed between the parties that this settlement shall be filed in reference No.CGIT-2/18 of 2003 praying for Consent Award in terms of this settlement.
5. It is agreed between the parties that the payment shall be made to the workman on the date of signing of the settlement on making an Award by the Central Govt. Industrial Tribunal, Mumbai in Reference no.CGIT-2/18 of 2003.

SIGNATORIES TO THE SETTLEMENT

Representing Employer

Sd/-
(S. Venkataraman)
Head HR

Sd/-
(P.J. Kamat)
Advocate

Representing Employees

Sd/-
(Premanand Ghadi)
Workman

Sd/-
(Suhas Naik)
Advocate

WITNESSES

Sd/- (Francisco Fernandes)

Sd/- (Errica Chandy)

Date: 07.03.2017

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1853.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स दी न्यू इण्डिया एश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुम्बई के पंचाट (संदर्भ संख्या 57/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.07.2017 को प्राप्त हुआ था।

[सं. एल-17012/29/2015-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 2nd August, 2017

S.O. 1853.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2015) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. The New India Assurance Company Ltd. and their workman, which was received by the Central Government on 28.07.2017.

[No. L-17012/29/2015-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/57 of 2015

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

NEW INDIA ASSURANCE COMPANY LTD.

The Chief Manager
Class III & IV Cell
New India Assurance Company Ltd.
New India Assurance Building
87, M.G. Road, Fort
Mumbai 400 001.

AND

THEIR WORKMEN

Shri M. Karthikeyan
Plot No.62-D, 1st floor
Nagappa Nagar
Chrompet
Chennai 600 044.

APPEARANCES:

FOR THE EMPLOYER : No appearance.

FOR THE UNION : No appearance.

Mumbai, dated the 20th June, 2017.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-17012/29/2015-IR (M), dated 06.11.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of The New India Assurance Company Ltd., Regd. & Head Office Mumbai in terminating the services of Shri M. Karthikeyan, Assistant vide order dated 01.10.2007 the date from which the workman was placed under suspension is just and legal? If not what relief the workman concerned is entitled to ?”

2. After receipt of the Reference, notices were served on both the parties. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Workman. Second party/Workman neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Hence, I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 20.06.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 2 अगस्त, 2017

का.आ. 1854.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एसोसियेटेड सीमेन्ट कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोटा (राजस्थान) के पंचाट (संदर्भ संख्या 14/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-29012/7/1995-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 2nd August, 2017

S.O. 1854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/1995) of the Central Government Industrial Tribunal/Labour Court, Kota (Rajasthan) now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Associated Cement Company Limited and their workman, which was received by the Central Government on 26.07.2017.

[No. L-29012/7/1995-IR (M)]

RAJESH KUMAR, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण (केन्द्रीय) कोटा, (राज.)

पीठासीन अधिकारी— श्री केशव कौशिक, आर.एच.जे.एस.

निर्देश प्रकरण क्रमांक : औ. न्या. (केन्द्रीय)—14 / 1995

दिनांक स्थापित : 19 / 6 / 1995

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश क्रं. एल-29012/7/95-आईआर (विविध) दि. 9/6/1995

निर्देश/विवाद अन्तर्गत धारा 10(1)(घ) एवं उपधारा 2(क) औद्योगिक विवाद अधिनियम, 1947

मध्य

हजारी लाल पुत्र नेनगलाल द्वारा संयुक्त महामंत्री,
हिन्द मजदूर सभा, बंगाली कोलोनी, छावनी, कोटा

—प्रार्थी श्रमिक

एवं

मैसर्स एसोसियेटेड सीमेन्ट कंपनी लिमिटेड,
लाखेरी सीमेन्ट वर्क्स, लाखेरी

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि : कोई उपस्थित नहीं।

अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री कमलेश कुमार एवं श्री अनुराग अग्रवाल

अधिनिर्णय दिनांक : 1/6/2017

::अधिनिर्णयः::

भारत सरकार, श्रम मंत्रालय, नई दिल्ली के प्रासांगिक आदेश दिनांक 9/6/1995 के जरिये निम्न निर्देश विवाद, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा 10(1)घ) एवं उपधारा 2(क)के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है:-

"क्या प्रबन्धन एसोसियेटेड सीमेन्ट कम्पनी लि., लाखेरी सीमेन्ट वर्क्स, लाखेरी द्वारा उनके कर्मकार श्री हजारीलाल पुत्र नेनगलाल, मशीन अटैण्डेन्ट की सेवाएं दिनांक 8/4/94 से पृथक करने की कार्यवाही उचित एवं न्यायसंगत है? यदि नहीं तो संबंधित कर्मकार किस अनुतोष का अधिकारी है?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर पंजीबद्ध उपरान्त पक्षकारों को सूचना/नोटिस जारी कर विधिवत अवगत करवाया गया।

3. प्रार्थी श्रमिक की ओर से क्लेम स्टेटमेन्ट न्यायाधिकरण के समक्ष प्रस्तुत कर संक्षिप्त: यह व्यक्त किया गया है कि प्रार्थी श्रमिक को अप्रार्थी संस्थान एसोसियेटेड सीमेन्ट कंपनी लि. लाखेरी सीमेन्ट वर्क्स जिला बूंदी के प्रबन्धकवर्ग ने पत्र दि.3/3/1987 के द्वारा दि. 9/3/1987 से सेवा में नियोजित किया था तथा उसे पेकिंग प्लान्ट में दि.9/9/1987 को मजदूर के पद पर स्थायी कर दिया गया, तत्पश्चात पत्र दि.19/4/1990 के द्वारा ई-ग्रेड से डी-ग्रेड में मशीनरी अटैण्डेन्ट के पद पर पदोन्नत कर दिया गया वह यह पदोन्नति 1/1/1990 से मानी गयी। प्रार्थी के वर्ष 1991 में सीमेन्ट कर्मचारी यूनियन(एचएमएस) का सदस्य बन जाने से प्रबन्धकवर्ग ने नाराज होकर प्रार्थी श्रमिक को पत्रांक 3638 दि.16/6/1992, पत्र दि.16/10/1992, पत्रांक 8048 दि.13/10/92, पत्रांक 8322 दि. 20/10/1992 व पत्रांक 8590 दिनांक 27/10/92 के द्वारा झूठे आरोप-पत्र दिये। तत्पश्चात पत्रांक 8684 दि.29/10/1992 व उसके बाद पत्रांक 13152 दि.15/2/1993 देकर दि.31/10/92 को एच.के.शर्मा मैनेजर माईनिंग पर मारपीट का झूठा आरोप लगाया व आरोपों बाबत जॉच अधिकारी नियुक्त किया गया, किन्तु जॉच अधिकारी ने प्रार्थी को बचाव का कोई अवसर प्रदान नहीं करते हुए व जॉच में न्याय के नैसर्गिक सिद्धांतों की अवहेलना करते हुए अप्रार्थी का पक्ष लेकर जॉच सम्पन्न की। तत्पश्चात अप्रार्थी ने प्रार्थी को दोषी मानते हुए पत्रांक 175 दि.8/4/1994 के द्वारा सेवा से पृथक किये जाने का दण्ड दुर्भावनावश बदले की भावना से प्रेरित होकर दिया जो उचित नहीं है। अन्त में पिछले सम्पूर्ण वेतन, लाभों सहित सेवामें बहाल किये जाने का अनुतोष प्रदान किये जाने की प्रार्थना की गयी है।

4. अप्रार्थी नियोजक की ओर से उक्त क्लेम का जवाब प्रस्तुत करते हुए प्रतिवाद स्वरूप यह कथन किया गया है कि प्रार्थी श्रमिक आदतन अपनी ड्यूटी के प्रति लापरवाह, अनुपस्थित रहने, अपने उच्चाधिकारियों के साथ अक्सर झगड़ा व अभद्र व्यवहार करने का आदी रहा है जिस सम्बन्ध में उसे समय-समय पर आरोपित कर जॉच में बचाव का अवसर प्रदान करते हुए जॉच सम्पन्न की गयी है तथा जॉच में आरोप सिद्ध पाये जाने पर जो सेवामुक्ति का दण्ड दिया गया है वो पूर्णतया उचित है। अन्त में प्रार्थी श्रमिक का क्लेम निराधार तथ्यों का होने से सव्यय निरस्त किये जाने की प्रार्थना की गयी है।

5. आदेशिका दिनांक 21/2/2014 के अनुसार विस्तृत आदेश देते हुए यह प्रकरण दिनांक 11/8/2014 से लेकर आज तक "घरेलु जॉच की उचितता व ऋजुता के बिन्दु" की बहस हेतु नियत होता रहा है, किन्तु मामले में प्रार्थी पक्ष की ओर से दिनांक 8/6/2015 से लेकर निरन्तर आज तक लगभग दो वर्ष के लम्बे अन्तराल में किसी भी तारीख पेशी पर ना तो स्वयं प्रार्थी श्रमिक न्यायाधिकरण के समक्ष उपस्थित हुआ है एवं ना ही उसकी ओर से कोई अधिकृत प्रतिनिधि उपस्थित हुए हैं जिससे ऐसा प्रकट होता है कि प्रार्थी श्रमिक अथवा उसके प्रतिनिधि को मामले में कोई रुचि नहीं रही है। यहाँ यह उल्लेखित किया जाना भी समीचीन होगा कि प्रार्थी श्रमिक से सम्बन्धित निर्देश/रेफ्रेन्स, राजस्थान सरकार, श्रम विभाग से इस न्यायाधिकरण में दिनांक 19/6/1995 को अधिनिर्णयार्थ प्राप्त होने उपरान्त अब तक लगभग 22 वर्ष की दीर्घकालीन अवधि तक विभिन्न न्यायिक प्रक्रियाओं से गुजर चुका है, अतः ऐसे में अब न्यायाधिकरण अनिश्चितकाल तक इसी प्रयोजनार्थ मामले को और लम्बित रखने का कोई औचित्य नहीं समझता है और न्यायाधिकरण के समक्ष अब प्रार्थी पक्ष की उक्त प्रयोजनार्थ बहस के अधिकार को बन्द करने के अलावा कोई विकल्प शेष नहीं रहने से उसके उक्त प्रयोजनार्थ बहस के अधिकार को बन्द करता है।

6. माननीय उच्चतम न्यायालय एवं माननीय राजस्थान उच्च न्यायालय द्वारा समय-समय पर यह दिशानिर्देश प्रदान किये जाते रहे हैं कि 10 वर्ष से अधिक लम्बे प्रकरणों का निस्तारण त्वरित गति से किये जाने के प्रयास किये जाने चाहिए। अतः उक्त तथ्यों व परिस्थितियों को दृष्टिगत रखते हुए अप्रार्थी पक्ष के उपस्थित प्रतिनिधिगण को सुना गया, पत्रावली का अवलोकन किया गया। अप्रार्थी पक्ष की ओर से प्रार्थी श्रमिक के विरुद्ध की गयी घरेलु जॉच से सम्बन्धित समस्त प्रलेख प्रस्तुत किये गये हैं जिनके अवलोकन से यह स्पष्ट प्रकट होता है कि प्रार्थी श्रमिक के विरुद्ध अधिरोपित आरोपों की बाबत की गयी घरेलु जॉच पूर्णरूपेण प्रार्थी को अपना बचाव पक्ष प्रस्तुत करते हुए न्याय के नैसर्गिक सिद्धांतों की पालना करते हुए ही सम्पन्न की गयी है तथा घरेलु जॉच को ऋजु एवं उचित माना जाता है।

7. अब जहाँ तक प्रार्थी श्रमिक को अधिरोपित आरोपों की बाबत अप्रार्थी नियोजक कंपनी द्वारा जो सेवा से पृथक का दण्ड दिया गया है, उसके सम्बन्ध में अभिलेख पर उपलब्ध सम्पूर्ण अभिलेख व जॉच पत्रावली के अवलोकनोपरान्त यही प्रकट होता है कि प्रार्थी के गम्भीर दुराचरण में लिप्त रहने के आधार पर ही प्रार्थी श्रमिक को सेवा पृथक का दण्ड दिये जाने का निर्णय लिया गया है जो इस न्यायाधिकरण की राय में किसी भी रूप में अत्यधिक नहीं कहा जा सकता तथा वह दण्ड उचित एवं न्यायसंगत ही पाया जाता है। अतः यह न्यायाधिकरण प्रार्थी श्रमिक को अप्रार्थी नियोजक द्वारा आदेश/पत्र क्रमांक 175 दिनांक 8/4/1994 के द्वारा सेवा से पृथक किये जाने का दण्ड दिया जाना उचित एवं न्यायसंगत पाता है एवं सम्प्रेषित निर्देश/विवाद भी इसी अनुरूप उत्तरित होने योग्य है।

परिणामस्वरूप भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा प्रासांगिक आदेश दिनांक 9/6/1995 के जरिये सम्प्रेषित निर्देश/रेफ्रेन्स विवाद को इसी अनुरूप उत्तरित किया जाता है कि प्रार्थी श्रमिक हजारीलाल को अप्रार्थी नियोजक द्वारा आदेश/पत्र क्रमांक 175 दिनांक 8/4/1994 के द्वारा सेवा से पृथक किये जाने दण्ड दिया जाना उचित एवं न्यायसंगत है, फलतः प्रार्थी श्रमिक किसी प्रकार का कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

केशव कौशिक, न्यायाधीश

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1855.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाप्रबंधक, भारत संचार निगम लिमिटेड, नोएडा, उत्तर प्रदेश एवं उनके कर्मचारी के प्रबंधन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. I, दिल्ली के पंचाट (संदर्भ सं. 89/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.05.2017 को प्राप्त हुआ था।

[सं. एल-40012/53/2007-आईआर (डीयू)]

राजेन्द्र जोशी, उप निदेशक

New Delhi, the 3rd August, 2017

S.O. 1855.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 89/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Delhi as shown in Annexure, in the industrial dispute between the employers in relation to the General Manager, Bharat Sanchar Nigam Limited, Noida, Uttar Pradesh and their workman, which were received by the Central Government on 25.05.2017.

[No. L-40012/53/2007-IR (DU)]

RAJENDRA JOSHI, Dy. Director

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 89/2011

Shri Dinesh Kumar Singh, S/o Shri Prem Singh
R/o Village Mampur, Post: Lamhua (Budhapur)
Sultanpur

...Workman

Versus

The General Manager,
Bharat Sanchar Nigam Ltd.
S-19, Telephone Exchange,
NOIDA (Uttar Pradesh)

...Management

AWARD

In the present case, matter was referred to Central Government Industrial Tribunal cum Labour Court No.II, New Delhi vide letter No.L-40012/53/2007-IR(DU) dated 27.11.2007 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of the General Manager(Telecom) BSNL, NOIDA in terminating the services of their workman Shri Dinesh Kumar Singh with effect from 11.04.1995 is legal and justified? If not, to what relief the workman is entitled to?’

2. Both parties were put to notice and the claimant, Shri Dinesh Kumar Singh, filed statement of claim, wherein it is averred that he was employed as casual labour by the management after completion of formalities, as casual labour on 12.04.1994. Claimant has been working to the entire satisfaction of the management and was having an unblemished record of service to his credit. Claimant has completed 240 days as casual labour from 12.04.1994 to 10.04.1995 and was pursuing his case for temporary status and regularization of service in accordance with relevant rules and instructions. Claimant has worked for more than 240 days in a calendar year preceding his termination as is clear from

the chart given in para 2 of the statement of claim. Management has taken work from the claimant even on holidays and Sundays. This fact can be ascertained from the attendance register kept by the management.

3. It is the case of the claimant that he was discharged from service on 11.04.1995 without any rhyme or reason and without complying with the provisions of Section 25-F of the Act. Thereafter, the claimant submitted a demand letter upon the management when his verbal demand was not accepted on 08.02.1997 and prayed for reinstatement in service as well as other benefits, but of no use. The claimant was entitled to get temporary status and regularization in service as per rules. Even persons junior to the claimant have been given benefit of regularization but the claimant was deprived of the same and in his place, one Shri Pradeep Kumar was engaged as casual labour in the month of April 2002. Attendance of the claimant was being regularly recorded in the register meant for the same. Even termination of service of the claimant is totally illegal and unjustified and he has made a prayer for reinstatement in service with continuity of service and full back wages.

4. Management has demurred the claim of the claimant herein wherein certain preliminary objections have been taken. Reference is also made to OA No.2016 of 1995 before Central Administrative Tribunal, wherein almost similar averments were made and Hon'ble Principal Bench of CAT dismissed his application as not being maintainable. He again filed an OA No.2715 of 1997 before CAT representing that he has worked with the management from 12.04.1994 to 31.12.1994 and thereafter from 03.03.1995 to 10.04.1995 and completed 240 days. It was also claimed that he submitted a representation dated 08.02.1997 before Sub Divisional Officer, Phone II, RLU Exchange, Sector 39, NOIDA. Hon'ble Principal Bench of CAT, New Delhi on 15.09.1998 disposed his application in view of assurance from the management that his representation would be considered on merits and result thereof would be communicated to the claimant within a period of three months. In compliance to the orders of the Hon'ble CAT, letter dated 17.11.1998 was sent to the claimant at the address given in the order by registered post for submitted detailed particulars regarding his working period mentioned in his representation dated 08.02.1997; however, the same was received back undelivered with some illegible remarks of the post man.

5. Again the claimant filed an OA bearing No.1710 of 2002 before CAT, Principal Bench, New Delhi representing the above. Hon'ble Principal Bench, CAT vide order dated 12.07.2002 disposed of his application with direction to consider the case for re-engagement in accordance with rules and instructions on the subject within three months.

6. On merits, management denied most of the averments contained in the statement of claim. It is denied that the claimant was employed by the management in the service of erstwhile DOT/DTS, now converted to BSNL, which came into existence on 01.10.2000. Claimant has not worked for 240 days in a calendar year. In fact, no industrial dispute ever existed between the parties as the management never terminated services of the claimant. In the remaining paras, management has denied the averments contained in the statement of defence and prayed for dismissal of the claim.

7. It is just clarified that no issues were specifically framed by my learned predecessor from the pleadings of the parties and this Tribunal is required to answer the reference made by the appropriate Government.

8. Vide order No.Z-22019/6/2007-IR (C II) dated 30.03.2010, the case was transferred to this Tribunal for adjudication.

9. Claimant, in order to prove his case against the management, examined himself as WW1 and tendered in evidence his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to Ex.WW1/3. Management has not examined any witness in support of the stand taken in their pleadings. Moreover, management was proceeded ex-parte by this Tribunal vide order dated 21.07.2016 as none had appeared on behalf of the management. Claimant has also filed written submissions in support of his case.

10. It is clear from the pleadings on record that initially the claimant filed OA No.2016 of 1995 before the Principal Bench of Hon'ble CAT against the management and the same was decided vide order dated 20.08.1996. It was held that since alternative remedy is open to the claimant, as such, petition filed before Hon'ble CAT was held to be premature and not maintainable. Accordingly, application before Hon'ble CAT was dismissed. There is also another copy of order dated 15.09.1998 of Hon'ble CAT on record and it is clear from this order that the claimant has approached the Hon'ble CAT with similar averments as made in the present case that he has completed 240 days before his termination. Claimant has further prayed that he was entitled for temporary status in December 1994 and has made representation to the management in this regard. Hon'ble CAT has given directions to the management to consider the case of the claimant within a period of three months.

11. It is further clear from affidavit of Shri Sukhvir Singh, Assistant General Manager, though not exhibited, as he has not entered into the witness box, that pursuant to the second order passed by Hon'ble CAT, claimant was given work from 03.03.1995 to 08.04.1995. He has further stated that in compliance of the order of CAT, letter was sent to the claimant on 17.11.1998 at his address by registered post for deciding his case on merits. However, the said letter

was received back undelivered. There were certain illegible comments of the postal department on the envelope. Hence, it was not possible to decide the representation on merits. It was thereafter that the claimant had filed OA 1710 of 2002 before Principal Bench of Hon'ble CAT, wherein directions was given to management to consider the case of the claimant for re-engagement in accordance with rules and instructions within three months. Attested copy of the order dated 12.07.2000 is also held on record (MW-7). It is further clear that Hon'ble Principal Bench of CAT on 25.10.2002 allowed four weeks time to decide the representation of the claimant. Thereafter, the claimant has made a representation on 12.11.2002 alongwith photocopy of duty chart. However, documents filed by the claimant could not be verified by the management with those available on record in the office. The claimant could not furnish any positive proof of his having worked for 240 days. Thereafter, claimant had filed OA No.1074 of 2003 again before the Principal Bench of Hon'ble CAT and it was dismissed by the Hon'ble Tribunal vide order dated 1st May 2003 (MW-11). Finally, the claimant filed a civil writ petition No.6180 of 2003 before the Hon'ble High Court of Delhi, which was also dismissed by observing that the petitioner is at liberty to seek appropriate remedy before he appropriate forum. It was thereafter, that the present reference was made by the appropriate Government.

12. It is clear from the matrix of the case that time and again the claimant has been approaching Hon'ble CAT for redressal of his grievance and it has throughout been his stand that he has worked for more than 240 days in a calendar prior to his termination. Claimant has also alleged that he has rather worked for 302 days after his engagement in April 1994, details of which are as under:

Month	No. of Days
April 1994	19
May 1994	31
June 1994	30
July 1994	31
August 1994	31
September 1994	30
October 1994	31
November 1994	30
December 1994	30
January 1995	00
February 1995	00
March 1995	29
April 1995	10
TOTAL	302

13. There is also mention that his last drawn wages was Rs.55.00 per day. Claimant has also filed the scheme relating to casual labour, dealing with grant of temporary status to them. There is hardly any dispute regarding the said scheme. Stand of the management is also clear that on the basis of directions given by Hon'ble CAT, he was offered employment. Now, the only question which arises for determination is whether provisions of Section 25-F of the Act are applicable and service of the claimant has been terminated in violation of provisions of the Act. Learned A/R for the claimant has highly relied on HD Singh Vs. Reserve Bank of India (1985) 2 All India Services Law Journal 457 wherein Hon'ble Apex Court also under similar circumstances observed that striking of the name of the workman from the rolls of bank would amount to termination and such a dispute is securely covered by provisions of Section 2A of the Act. It also amounts to termination being in violation of mandatory provisions contained in Section 25-F of the Act. Law is fairly settled that in case a workman has completed 240 days prior to his termination, then management is required to serve one month's notice or pay in lieu thereof. In the case on hand, as is clear from the evidence on record, management has not served any kind of notice upon the claimant before his termination. Claimant has given details of his attendance after his engagement, in the statement of claim as well as written arguments. In such a situation, it was incumbent upon the management to have entered into the witness box and adduced sufficient evidence so as to rebut the claim of the claimant regarding his having worked for 240 days in a calendar year. No doubt in Batala Co-

operative Sugar Mills Ltd. vs. Sowaran Singh (2005) 8 SCC Hon'ble Apex Court has held that initial onus to prove that the workman has worked for 240 days in a calendar year preceding his termination is always upon the workman who is required to lead sufficient evidence to prove the same. However, in the case of Director, Fisheries Terminal Division Vs. Bhikubhai Meghajbhai Chavda, AIR 2010 SCC 1236, wherein Batala Co-operative Sugar mills case (supra) was also discussed. Learned A/R for the claimant also relied upon the case in AIIMS Vs. Uddal [2014 (142) DRJ 569] and Municipal Corporation of Delhi Vs. Ram Milan (Manu/DE/399/2015), once the claimant has adduced evidence that he has worked for 240 days, the onus shifts upon the management to prove that the claimant has not completed 240 days in any calendar year. In the instant case since management was proceeded ex-parte and has not placed on record any document regarding the number of days worked by the claimant. In such a situation, this Tribunal is bound to draw adverse inference against the management. Management, in its reply, has admitted that the details of working days submitted by the claimant do not tally with official record of the management. But what is the official record has not been shown or filed by the management so as to prove that 240 days of work was not completed before his so-called termination.

14. In view of the evidence adduced by the claimant, it is held that the claimant was in the employment of the management and has worked for 240 days in a calendar year. Since in the present case, there is no compliance of provisions of section 25-F of the Act by the management, which requires the management to serve one month's notice before ordering his termination or one month's pay in lieu thereof. As such, action of the management is held to be illegal and not justified under the law.

15. Now the residual question is as to what relief the workman is entitled to. Affidavit of the claimant clearly speaks of the fact that the claimant is unemployed from the date of his termination and his termination has been held to be illegal and not justified, this Tribunal is of the considered opinion that the claimant is entitled to regularization with full back wages. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : May 19, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1856.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स नुमालीगढ़ रिफाइनरी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 12/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26.07.2017 को प्राप्त हुआ था।

[सं. एल-30011/45/2011-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2012) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Numaligarh Refinery Ltd. and their workman, which was received by the Central Government on 26.07.2017.

[No. L-30011/45/2011-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GUWAHATI, ASSAM

Present : Shri Mrinmoy Kumar Bhattacharjee, M.A., LL.B.
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

Ref. Case No.12 of 2012.

In the matter of an Industrial Dispute between :-

The Managing Director, M/s Numaligarh Refinery Ltd.,
Guwahati & The General Manager, N.R.L.,
Numaligarh, Golaghat

...O.P/Management

-Vrs-

Workmen represented by the General Secretary,
Petroleum Refiners Union, Numaligarh Refinery,
Golaghat

...Claimant/workmen

APPEARANCES :

For the Workmen : Mr. N. Sarma, General Secretary,
Petroleum Refinery Union, Numaligarh.

For the Management : Mr. K.Sharma, Manager, HR,
Ms. M. Kar, AM (L), NRL.

Date of Award : 19.07.2017

AWARD

1. This Industrial Dispute between management of NRL, Assam and the workmen represented by Petroleum Refiners Union, NRL arose out of the following three claims of the Union.

Firstly, that the Special Allowance paid to certain category of the workmen were not taken into account for calculating the Over Time Allowance of such employee; Secondly, the management arbitrarily stopped paying Protective Clothing Allowance (Uniform Allowance) to the workmen from the year 2007 onwards; and thirdly, according to the Union the workmen are entitled to Special Computer Allowance (ERP Allowance) as being paid to the workmen of nearby Refineries. Since the aforesaid disputes, raised by Petroleum Refiners Union, Numaligarh, could not be settled through a conciliation, the matter was informed to the appropriate Government and such Government referred the matter to this Tribunal with the following reference.

SCHEDULE

“Whether the demand of the Petroleum Refiners Union Numaligarh, Numaligarh, Golaghat for Spl. Allowance while calculating Over Time, payment of ERP Allowance (Spl. Computer Allowance) and Uniform Allowance (for the year 2007-08, 2008-09), is legal and justified? What relief the workmen are entitled to?”

2. On receipt of notice, the Union as well as the management appeared and submitted their respective written statements. Supplementary written statements were also submitted by the parties.

3. The Union stated that the management’s decision to omit Special Allowance for the purpose of computing Over Time wages for a particular category of employee was arbitrary and illegal. It was also mentioned that the settlement between the recognized Union and the management dated 11.10.2010 does not stipulate that Special Allowance would not be considered for computing the Over Time wages. It was further mentioned that the aforesaid act of the management is in contravention of the relevant provision of the Factories Act, 1948.

4. In respect of ERP Allowance (Special Computer Allowance) it is claimed that such allowance is being paid to the workmen of the nearby Refineries situated in Assam. According to the Union it is an established principle that while fixing the wages of workmen in a particular establishment, the prevailing wages paid to the workmen in similar industries of the Region are followed. But the management has not done that in spite of repeated reminders and demands of the Union.

5. It is further stated that earlier the workmen employed in NRL were paid Uniform Allowance (Protective Clothing Allowance) and the quantum of such Allowance was enhanced in the year 2006. But the management stopped to pay the aforesaid Allowance to the workmen on the ground that with the introduction of the New Pension Scheme of the workmen the enhanced amount of Protective Allowance was diverted to the Pension Fund. The Union reiterated that such decision of the management was arbitrary.

6. The Union repeatedly raised the aforesaid three demands along with other demands for settlement but the management did not pay any heed and ultimately the Union was compelled to approach the Regional Labour Commissioner (Central) vide letter dated 28.10.2010 with a request to intervene and sort out the issues. At the request of the Union, a conciliation proceeding was initiated and discussion between the present Union and the management took place on 13.1.2011, 16.02.2011, 23.02.2011, 18.03.2011 and 20.05.2011. The last conciliation meeting took place

on 07.07.2011 in which the management did not agree to sit with the Union on the ground that the Union is not a recognized Union and the management had already arrived at a settlement after settling the issues and all other issues with the recognized Union which is a majority union. After the failure of the conciliation, a failure report was sent to the appropriate Government and the appropriate Government referred the same before this Tribunal for adjudication with the terms of reference indicated above.

7. The management also submitted their written statement and raised the issue of maintainability of the order of reference primarily on the ground that all the three issues raised by the Union were settled by the conciliatory settlement dated 11.10.2010 which is still in force and was binding till 31.12.2016. It was stated by the management that while the conciliatory settlement was still in force, no dispute on the terms of the said reference can be referred by the Government at the instance of the minority and unrecognized Union. It was also stated that the workmen who are members of the unrecognized Union have already accepted the benefits of the Tripartite Settlement dated 11.10.2010 and as such they are estopped from raising any dispute on the terms of the settlement dated 11.10.2010. It was also stated by the management that after 19 rounds of negotiation a comprehensive settlement was arrived at between the management and their workmen represented by the recognized Union on 11.10.2010 through a conciliation in presence of the Regional Labour Commissioner (Central) and the aforesaid settlement was a full and final settlement between the management and the workmen represented by the recognized Union and the said settlement would remain effective till 31.12.2016. It was also stated that since the settlement was a conciliatory settlement the same is binding on all existing workmen as well as future workmen as per provision of Industrial Dispute Act.

8. The management further elaborated that as per the said conciliatory settlement dated 11.10.2010 it was agreed in clause 10.00 that Special Allowance will be applicable only for those workmen who work 48 hours in a six working day week and as per Clause 22.0 of the settlement it was agreed between the parties that House Rent Allowance will not form part of Over Time formula with effect from 26.11.2008 and Over Time formula shall be notified separately by an Administrative order. Pursuant to the aforesaid Clauses of the Settlement, the management vide an Administrative Circular dated 06.01.2011 notified the formula for Over Time computation and it was made clear that House Rent Allowance and Special Allowance will not form part of computation of Over Time wages with effect from 26.11.2008. The management also mentioned in their statement that ERP Allowance was not a part of the wage revision settlement dated 11.10.2010 and such allowance was never paid to the workmen in NRL. In this context it was also mentioned that the management started the operation of the factory with inbuilt infrastructure for computerized environment and its recruitment had also been done accordingly and therefore ERP allowance is not included in the set of allowances available to the workmen.

9. Coming to the dispute of payment of Uniform Allowance the management stated that in line with other Oil Companies, NRL had started the Contributory Pension Scheme through a Trust for the benefit of its employees w.e.f 01.01.2004 covering the employees as on 01.01.2004. According to the Scheme the employees are to contribute a portion from their salary and the management also would add to the aforesaid fund and some fund would be added to the pension fund from the amount which will be realized on surrender of some of the Allowances by the workmen. It was stated that accordingly the Uniform Allowance which was due to the workmen was diverted to the Pension fund of the workmen. It was also mentioned that to make the corpus of the Pension fund a substantial one, the Uniform Allowance was enhanced and the amount due thereof was contributed to the Pension Fund. It was also stated that the reason for frequent increase of Uniform Allowance by the Company was to provide sufficient funds in the accounts of the individual members so as to provide financial securities to its employees in their post retirement life. But since a good number of employees did not join the Pension Scheme, to avoid discrimination between the members and the non-members of the Pension Fund, NRL released Uniform Allowance at par to both members and non-members of the Fund. The Uniform Allowance of the members are deposited in LIC to their new Pension Account and the Uniform Allowance of the non-members were released to their bank accounts through salary. It was also mentioned that as per memorandum of settlement dated 11.10.2010 additional contribution from the Company in the Pension Scheme in terms of Protective Clothing Allowance would be discontinued and allowance against actual Protective Clothing will be finalized after introduction of New Pension Scheme. It was also mentioned that as Protective Clothing are supplied by the Company, there was no question of payment of separate Protective Clothing allowance to the employees.

10. After submission of the Written Statement by the management the Union submitted another rejoinder and stated that the settlement about which the management was referring to in its written statement was, in fact, not a settlement arrived at during the course of conciliation and no conciliation Officer was appointed during the formulation of the aforesaid agreement and as such, within the meaning of Industrial Dispute Act this settlement cannot be called a real settlement and can remain binding only to the parties of the agreement and since the present Union and its members were not party to the agreement, it would not be binding on them. It was specifically mentioned that the Union demanded incorporation of Special Allowance in computation of overtime wages for those workmen who work six days in a week and such demand was not in respect of those workmen who work 5 days in a week. It was also mentioned that the free supply of boiler suit cannot be a ground for discontinuation of Protective Clothing Allowances.

11. After the submission of the rejoinder by the Union the management submitted an additional written statement wherein it was stated that as per the guideline formulated by the Government for the Central Public Sector Undertakings the wage revision and service conditions are always to be settled with the majority Union and it was an admitted fact that the Union with which the management came to an agreement/settlement was the majority Union. It was also stated that the settlement dated 11.10.2010, which the Union is not ready to accept as a conciliatory Settlement, was arrived at direct intervention and active participation and concurrence of the Conciliation Officer and as such the same is binding on all the employees of the Refinery.

12. The workmen side as well as the management side examined three witnesses each who were duly cross-examined by the respective rival parties.

13. I have also heard argument from both the sides. No lawyer was engaged in this case and the parties themselves argued their respective cases.

14. The dispute which was referred to this Tribunal by the appropriate Government was in respect of calculation of Overtime wages, payment of ERP Allowance and Uniform Allowance.

15. Three witnesses examined on behalf of the workmen side were members of the Petroleum Refiners Union, NRL and it is worth mentioning that none of the office bearers namely President or General Secretary of the Petroleum Refiners Union, NRL gave evidence in this case.

16. W.W.1 in his examination-in-chief, along with other facts, stated that the ERP Allowance (Computer Allowance) has never been paid to the workmen in NRL though the workmen of the similar Industry situated in the neighborhood have been getting such allowance. Exhibit-A(2) and A(3) are the copies of documents which were exhibited by the witness to show that Oil Refineries situated in Guwahati and Bongaigaon pay ERP Allowance to their workmen. He also stated that in the advertisement for recruitment of workmen it was mentioned that the allowance etc. of the employees will be in line with the allowance paid to the workmen of the similar industry in this region. During cross-examination the witness admitted that the President and Secretary of the Union namely Petroleum Refiners Union, NRL which raised the dispute, did not depose in this case. He also admitted that no document has been submitted to show that during negotiation of the wages, the ERP allowance was part of the discussion. He also admitted that the Union of which he is a member, which is admittedly a minority union in the industry, did not attend the proceeding of the settlement and the workers in that proceeding were represented by the majority Union. The conciliatory settlement dated 11.10.2010 was exhibited as Exhibit-4. He also admitted that the majority Union was silent in respect of the demand for ERP allowance. During cross-examination he also admitted that the demand for ERP allowance raised by his Union was solely based on the fact that the employees of the Refineries situated in the North Eastern Region are getting the said allowance.

17. W.W.2, Sri Gautam Das a member of the Petroleum Refiners Union, NRL stated about the non inclusion of Special Allowance in calculating the Overtime wage of the workmen. He also stated that the management unilaterally and arbitrarily removed the component of Special Allowance in calculation of over-time wages. He also mentioned that in the memorandum of Settlement there is no mention about removal of Special Allowance from the calculation of overtime wages and the management issued Notification regarding the same in the month of January, 2011. He further stated that because of the removal of the Special Allowance component from the overtime wage, the employees having six working days in a week incurred substantial monetary loss. During cross-examination he admitted that the Union which was a signatory in the Memorandum of Settlement is the majority Union in the Industry and the management discuss the Policy matter as well as the other matters with the majority Union. During cross-examination he also admitted that in Clause-22 of the Memorandum of Settlement (Exhibit-4) there is no mention of Special Allowance and instead it is mentioned that the Overtime formula shall be notified by an Administrative order. He also admitted that Exhibit-6 was the administrative order notifying the Overtime formula and it was not within his knowledge whether the management and the Union discussed the matter before issuance of the Administrative Order in regard to overtime formula (Exhibit-6). He also added that in the advertisement for recruitment of employees it was mentioned by the management that pay scale, perks and benefits etc. would be similar to that of workmen engaged in similar Industries within the Region but there is no mention of the word "same". He also admitted that both Gauhati Refinery and Bongaigaon Refinery are under IOCL and NRL is a Miniratna Company and Bharat Petroleum is holding the majority share of NRL. To a question asked by the management during cross-examination, he stated that he was not admitting the signature of the Assistant Labour Commissioner (C), Dibrugarh because official seal was not put there but at the same time the witness did not dispute the Memorandum of Settlement dated 11.10.2010 (Exhibit-4). He also stated that the claim raised in their claim statement in regard to inclusion of Special Allowance component in calculation of overtime is only for those employees who are working 6 days in a week.

18. W.W.3 Sri Monoj Kumar Dutta, a member of the Petroleum Refiners' Union, NRL stated that management stopped paying Protective Clothing Allowance to the workmen from the financial year 2008-09 without any reason. He however stated in his examination-in-chief that a clause was included in the MOS (Exhibit-4) which stated that "With

introduction of new pension scheme, additional contribution from the company in the pension scheme in terms of Protective Clothing Allowance would be discontinued, hence allowance against actual protective clothing will be finalized after introduction of new DC Pension Scheme". He further stated that the new DC Pension Scheme has been introduced and the annual account statements of the individual beneficiary employees have been issued to them. He also stated that in this regard an e-mail was sent to all NRL employees by the then DGM (Finance) on 9.2.2012 which read as under:- ***"Contribution to the New Pension Scheme has started and arrear contribution w.e.f. 01.01.2007 has been paid. Monthly contribution to the Fund has also started"***. He further stated that the aforesaid e-mail specifically show that the New Pension Scheme had been introduced and as per Clause 13.10 of the MOS (Exhibit-4) it was the duty of the management to finalize the amount pertaining to actual Protective Clothing Allowance thereafter. But the management did not do so. During cross-examination, W.W No.3 stated that President and Secretary of their Union namely Petroleum Refiners' Union of Numaligar Refinery Ltd. are Mr. Sanjib Choudhury and Mr. Debraj Talukdar respectively. He also admitted that in para 13.10 of Exhibit-4 it has been specifically mentioned that with the introduction of New Pension Scheme additional contribution from the Company in the Pension Scheme in terms of Protective Clothing Allowance would be discontinued and actual Protective Clothing Allowance will be finalized after introduction of New Pension Scheme. He however denied the suggestion of the management that since the management supply the personal protective clothing/equipments, the employees are not entitled to get any allowance in this respect.

19. Management witness No.1 Mr. Kajal Saikia, Chief Manager (Employee Relation), NRL since 1996 deposed that Pay and Allowance of the workmen category of employees are finalized througha settlement and the last settlement was signed with the majority Union on 11.10.2010 (Exhibit-4). He also stated that the settlement became operational with effect from 01.01.2007. He further stated that the process of settlement started on the basis of charter of demand submitted by the majority Union on 02.06.2007 vide Exhibit-A. He further stated that althougha the general validity period of such settlement is 10 years, in case of Exhibit-4 the validity period was conditional, that is, subject to revision of the Pay of the Officers of the NRL or 31.12.2016 whichever is earlier. He also stated that the aforesaid settlement Exhibit-4 was signed by the representatives of the management and the majority Union in presence of the Conciliation Officer named S.C.Saikia, Assistant Labour Commissioner (C), Dibrugarh and he himself was one of the signatories of the Settlement. He exhibited his signature and the signature of the Assistant Labour Commissioner (Central), Dibrugarh on Ext 4.

20. He further stated that Protective Clothing Allowance which was earlier paid to all the employees and the Officers of the NRL was discontinued on introduction of new Defined Contributory Pension Scheme and the Company decided to transfer the protective clothing/uniform allowance to the Pension subscription after enhancing the same. During cross-examination the witness stated that workmen working 6 days in a week are entitled to overtime wages and NRL is paying overtime wages as per Provision of the Factories Act. He exhibited a salary slip of one workman Sri Debraj Talukdar as Exhibit-21 and stated that in this salary slip there is mention of overtime including basic, D.A. etc. He also denied that in the aforesaid salary slip (Exhibit-21) for the month of April, 2006, Basic + D.A + Special Allowance was considered as component for computing Overtime Allowance. He admitted that earlier Special allowance was taken into account in calculating the over time wage but later the Special Allowance was dropped in calculating the overtime. It appears from his cross-examination that the stand of the management was that Special Allowance cannot be considered as a part of "ordinary rate of wages" as because this allowance is not paid universally, necessarily and ordinarily to all the workmen of the company but is paid to those workmen who work 6 days in a week as an incentive.

21. Management witness No.2, Manager HR in NRL, deposed that the system of computerization has been introduced in NRL since its inception and ERP allowance has never been paid to the workmen in NRL. Management witness No.3 who is a Manager, IR/PR, NRL since the year 2000, stated that he is familiar with the process and advertisement of recruitment to the post of workmen in NRL since 1997/98 as he himself was a job seeker. He further stated that in the said advertisement there was mention about parks, pay-scales and other benefits of the employees being similar to the Industries in the region but similar does not mean, according to him, same. He also stated that existing pay-scales etc. in all the Refineries are also not the same. He further stated that on 11.10.2010 a Memorandum of Settlement was signed between the management and the recognized Union where in Clause 13.10 it was mentioned that with introduction of New Pension Scheme, matters relating to allowance against the actual Protective Clothing will be decided.

22. I have heard argument from both the sides. Neither party engaged any lawyer and argument was advanced by the parties themselves.

23. Let me now, in brief, summarize the argument made by the parties in this case. Workmen side precisely raised all the three issues which formed part of the reference in this matter. It is submitted that the employees who work for 48 hours in a week i.e. 6 days in a week get a Special Allowance of 10% of their Basic and all along this Special Allowance has been taken in to account for the purpose of calculating the overtime of those employees. However, after

the “so called” Memorandum of Settlement dated 11.10.2010 this Allowance was dropped in calculation of overtime for those employees arbitrarily and in violation of the provision of section 59(2) of the Factories Act, 1948.

24. Coming to the point Protective Clothing Allowance it was stated that the management arbitrarily stopped cash payment of Protective Clothing Allowance and in Clause 13.10 of the MOS (Ext-4) it was illegally mentioned that with the introduction of New Pension Scheme, additional contribution from the Company for the Pension Scheme in terms of Protective Clothing Allowance would be discontinued and Allowance against actual Protective Clothing will be finalized after introduction of New Pension Scheme. It was also stated that in the year 2012 the New Pension Scheme was fully introduced but the management had not yet released any actual Protective Clothing Allowance.

25. In regard to ERP Allowance (Special Computer Allowance) the argument of the workmen was that such Allowance is paid to the employees in similar Industries in the Region and as per the advertisement made by the management of the NRL, the pay and other benefits would be similar to what is paid to the workmen in the similar Industry in the Region. On the aforesaid ground the workman also demanded ERP Allowance.

26. The workmen side also argued that the MOS (Exhibit-4) was purely a Bipartite Settlement between the management and the majority Union and this cannot be called a conciliatory Settlement. It is further argued that as the said Settlement was not a conciliatory Settlement the same cannot be made binding on the workmen/ employees of the Industry.

27. Management side, on the other hand, refuted the aforesaid claim of the workmen. Their main contention was that the Memorandum of Settlement dated 11.10.2010 (Exhibit-4) was a conciliatory Settlement in as much as the entire discussion was held in presence and active participation of the Assistant Labour Commissioner (C), Dibrugarh. There were several rounds of discussion and ultimately, to the satisfaction of all concerned, the MOS was signed and as such, all the workmen in the Industry are supposed to abide by the agreement. In respect of calculation of Special Allowance for the purpose of computing overtime it was stated that new overtime formula was notified through an Administrative order as per the terms and conditions of Clause-22 of the MOS. It was also stated that as per the new Overtime formula the Special Allowance was not taken into account. Since the Notification regarding Overtime formula was issued by the management as per the Settlement i.e. MOS, no workmen can make any demand for taking into account the Special Allowance for the purpose of calculation of the overtime.

28. In regard to the Protective Clothing Allowance (Uniform Allowance) it was stated that the aforesaid allowance was first discontinued with the incorporation of Defined Contributory Pension Scheme. It was also submitted that the money which was earlier paid as the allowance was diverted to the New defined contributory pension scheme. It was also stated that since all the Protective Clothing were supplied by the management there was no question of paying any Protective Clothing Allowance. It was however an admitted fact that in the MOS (Exhibit-4) it was mentioned in Clause-13.10 that with the introduction of New Pension Scheme additional contribution from the Company in the Pension Scheme in terms of Protective Clothing Allowance can be discontinued and allowance against actual Protective Clothing will be finalized after introduction of New Defined Contributory Pension Scheme. It is however, admitted that the Allowance against actual Protective Clothing is yet to be finalized by the management after discussion with the workmen Union.

29. In regard to ERP Allowance (Computer Allowance) management argued that such allowance has never been paid to the employees of the NRL primarily because NRL is fully computerized unit right from inception. The management side argued that the management never advertised that they would give “same” allowance to their workmen as is given in similar industry in the region. The word “similar” and “same” are two different words and hence, the claim of the workmen in regard to the aforesaid point needs to be rejected. In the concluding part of the argument it is stated that since the MOS (Exhibit-4) was a conciliatory Settlement, all the workmen /employees in the Industry irrespective of membership to one Union or other, are bound by the Settlement and no new demand can be raised by any workman.

30. Let me now consider the evidence with reference to the submissions made by the parties. An important question is whether the MOS (Exhibit-4), which is an admitted piece of document, is a conciliatory Settlement or not. During the evidence, the management witnesses stated that the Assistant Labour Commissioner (C), Dibrugarh was all along present during several rounds of discussion which ultimately culminated into a settlement. It was also shown that the aforesaid officer also put his signature on the MOS (Ext-4). The workmen side argued that in absence of the office seal of the officer under his signature, the signature loses validity. On perusal of the evidence on record as well as MOS (Exhibit-4) it appears to me that though the agreement was between the management and the majority Union, the discussions were held in presence and active participation of the Assistant Labour Commissioner (C), Dibrugarh and as a mark of his presence and participation in the process of discussion he has put his signature thereon. Mere fact that his office seal was not put beneath his signature cannot make his signature invalid. There is also nothing on record to show that the discussions were held in absence of the ALC and that he was not present during the signing of the Agreement. On the contrary, his presence all through was sufficiently proved by his signature on the Agreement vide Exhibit-4(2).

The simple fact that Office seal was not put cannot, in any case, make his signature meaningless. It is therefore, held that the Agreement i.e. MOS (Exhibit-4) was a Conciliatory Settlement and as such, it is binding upon all the employees of the concerned Industry i.e. NRL irrespective of the fact whether certain Union was signatory to the agreement or not. Apparently, in view of the above, the MOS (Ext-4) is equally binding upon all the workmen of the NRL.

31. However, if it is found that any part or clause or decision of the conciliatory agreement/ settlement is contrary to relevant provisions of any law enacted by legislature, such clause or decision can never be held to be justified on the sole strength that the settlement was conciliatory. Section 59(1) of the Factories Act, 1948 has provided that an employee working for more than 48 hours in a week will get, in respect of overtime work, wages at the rate of twice his “ordinary rate of wages”. In Section 59 (2) of the Factories Act, 1948 the following has been provided:- *“For the purpose of sub-section (1), “ordinary rate of wages” means the basic wages plus such allowances, including the cash equivalent of the advantage accruing through the concessional sale to workers of foodgrains and other articles, as the worker is for the time being entitled to, but does not include a bonus and wages for overtime work.”*

32. The aforesaid provision is crystal clear that all the pay and allowances paid to the employees, except the bonus and overtime allowance, shall form part of “ordinary rate of wages” for the purpose of calculation of overtime. Any agreement or any order contrary to the above cannot be made binding upon the workmen. It is therefore, held that the “Special allowance” which is paid to a certain category of workmen in NRL shall be taken into account in calculating their overtime wages.

33. The question of protective clothing allowance has been dealt with in the MOS (Ext-4) and the decision therein shall be binding upon all the workmen of the organization in as much as the MOS is a conciliatory settlement. As per Clause 13.10 of the MOS (Exhibit-4), with the introduction of new Pension Scheme, additional contribution from the Company in the Pension Scheme in terms of Protective Clothing Allowance should be discontinued but the allowance against the actual protective clothing will be finalized after introduction of the New Pension Scheme. It was, therefore, settled that after introduction of the new contributory pension scheme allowance against actual protective clothing will be finalized. But, it appeared that though the new pension scheme was introduced, no decision was arrived at regarding allowance against actual protective clothing after discussion with the representatives of the workmen. It is, therefore, directed that the management of the NRL shall within six months from the date of the receipt of this “award”, finalize the allowance against actual protective clothing. This shall be done in view of the decision arrived in clause 13.10 of the MOS (Ext-4).

34. Coming to the point of ERP allowance (computer allowance), the only argument of the Union was that in the advertisement for recruitment, the NRL mentioned that the pay, allowances and perks would be similar to what was prevalent in the similar industry in the region. It is an admitted fact that the advertisement was in that line and that other oil refineries pay computer allowance to their employees. Argument of the NRL was that the computer allowance has never been paid to their employees because from the inception itself there was almost total computerization in the organization. It was also argued that the terms “same” and “similar” are not identical. On consideration of the above it appeared to me that the advertisement was in the nature of a guideline and all allowances of two different organizations may not be same. The pay, allowances and perks of the workmen of the aforementioned organizations are not expected to be same and that is why there are different settlements between different organizations and their respective workmen. It is, therefore, held that the demand for ERP allowance is not justified since it did not form part of the MOS.

35. In view of the above discussion, the reference stands answered as mentioned hereunder. In regard to payment of overtime, the management shall take into account the special allowance (which is paid to a certain category of employee), along with pay and other allowances excluding house rent allowances and bonus and overtime wage, for the purpose of calculation of overtime to such employees who are paid special allowance. In regard to protective clothing allowance, the management shall within six months from the date of the receipt of this “award” finalize the allowance against actual protective clothing. In regard to ERP allowance (computer allowance) the stand of the Union did not appear to be justified. The reference is answered accordingly.

Send the “award” to the Ministry as per procedure.

Given under my hand and seal of this Court on this 19th day of July, 2017 at Guwahati.

MRINMOY KUMAR BHATTACHARJEE, Presiding Officer

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1857.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स डे इंजीनियरिंग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़ के पंचाट (संदर्भ संख्या 62/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-30011/2/2016-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1857.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2015) of the Central Government Industrial Tribunal/Labour Court-2, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Dey's Engineering and their workman, which was received by the Central Government on 03.08.2017.

[No. L-30011/2/2016-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sri Kewal Krishan, Presiding Officer

Case No.62/2015

Registered on 25.02.2016

The President, Jai Sharam Shakti Refinery Thekedar Workers Union,
136/4, Bishan Sawaroop Colony, Near Labour Office,
Panipat, Haryana

...Applicant

Versus

1. M/s Dey's Engineering, House No.292, Virat Nagar,
Panipat, Haryana-132103

...Respondent

APPEARANCES :

For the workman - Ex parte

For the Management - Sh. Rakesh Kumar (Accountant)

AWARD

Passed on : 22.06.2017

Vide Order No.L-30011/2/2016-IR(M), dated 15.02.2016/17.02.2016, the Central Government in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Disputes Act, 1947 (in short Act) has referred the following industrial dispute for adjudication to this Tribunal.

“Whether the action of the management of Dey's Engineering, Panipat in termination the services of the workmen Sh. Surrender s/o Balbir Singh, w.e.f. 26.01.2015 is legal and justified? If not, what relief the workman is entitled to and from which date?”

On receipt of the reference, notice was given to the workman who did not appear and was proceeded ex parte.

Since the workman was proceeded against ex parte, statement of claim has not come on the file.

In the absence of statement of claim or any evidence thereon, it cannot be said that the action of the management in terminating the services of the workman w.e.f. 26.01.2015 are illegal and unjustified and the workman is not entitled to any relief and the reference is answered accordingly.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 3 अगस्त, 2017

का.आ. 1858.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स उदयपुर मिनरल सिंडीकेट प्रा. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अजमेर के पंचाट (संदर्भ संख्या 02/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-29011/48/2012-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 3rd August, 2017

S.O. 1858.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2013) of the Central Government Industrial Tribunal/Labour Court, Ajmer now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Udaipur Mineral Syndicate Pvt. Ltd. and their workman, which was received by the Central Government on 03.08.2017.

[No. L-29011/48/2012-IR (M)]

RAJESH KUMAR, Under Secy.

अनुबंध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर

पीठासीन अधिकारी—श्री एस.एन.टेलर, आर.एच.जे.एस.

प्रकरण संख्या— सीआईटीआर 02/13

(सीआईएस नं. सीआईटीआर 07/2014)

रेफरेंस संख्या एल-29011/48/2012-आई आर (एम) दिनांक 24.2.13

महामंत्री भीलवाडा खनिज धातु मजदूर संघ कार्यालय
11/97 भोपाल गंज भीलवाडा राज.

—प्रार्थी

बनाम

महाप्रबंधक उदयपुर मिनरल डवलपमेंट सिंडीकेट प्रा0 लिमिटेड
रेल्वे फाटक के सामने, चित्तौड रोड, भीलवाडा

—अप्रार्थी

उपस्थिति

प्रार्थी की ओर से : श्री राजेश खन्ना, अधिवक्ता ।

अप्रार्थी की ओर से : श्री एम सी जैन, अधिवक्ता ।

अवार्ड

दिनांक 21.6.2017

1. श्रम विभाग, केंद्र सरकार की ओर से अपर सचिव की अधिसूचना एल.-29011/48/2012-आई आर(एम) दिनांक 24.2.13 द्वारा इस औद्योगिक न्यायाधिकरण को अधिनिर्णयार्थ निम्न विवाद निर्देशित किया गया है:—

2. “क्या प्रबंधन उदयपुर मिनरल सिंडीकेट प्राईवेट लिमिटेड भीलवाडा के द्वारा खनिज धातु मजदूर संघ की मांग सं.1,2,3,15,16 को नहीं मानना न्यायोचित तथा न्यायसंगत है? यदि नहीं तो यूनियन/कर्मकार किस अनुतोष के अधिकारी है ?”

3. उभयपक्षों की ओर से स्वीकृत तौर पर मांग पत्र प्रदर्श डब.10 अनुसार उक्त रेफरेंस में वर्णित उक्त मांग सं. 1,2,3,15 व 16 निम्न प्रकार से है:—

1. प्रबंधकों द्वारा सावल ऑपरेटरों को समान कार्य का समान वेतन नहीं दिया जा रहा है जैसे गोपाल गुर्जर को अपने 4500 वाला वेतन दिया जबकि पूर्व हैलपर के रूप में 750 की ग्रेड में था । अतः उसे 7500/—रु.प्रतिमाह मिलने चाहिये ।

2. जो श्रमिक सैमी स्किल्ड में कार्य कर रहे हैं उनको स्किल्ड का वेतन मान दिया जावे व वर्तमान में स्किल्ड में जो कार्य कर रहे हैं उन्हें ग्रेड में लिया जावे ।
3. प्रबंधकों द्वारा दि.2.6.10 को जो वेतनमान बनाये गये उसमें आप द्वारा वेतनमान को समक्ष पदों का विवरण नहीं दिया गया इससे यह स्पष्ट नहीं होता है कि कौनसा वेतनमान किसी पद के लिये लागू माना जावेगा । जिससे श्रमिक में दिशा भ्रम की स्थिति पैदा हो गयी । कृपया वेतनमान के समक्ष पदों का नाम भी लिखें ।
15. घेवरिया माइंस पर कार्यरत सात व्यक्ति (प्रवीण शर्मा, रामकुंवार गुर्जर खाना गुर्जर घनश्याम पालीवाल माधू जाट नटवर सुवालका, प्यारा गुर्जर) जो पांच-छः वर्षों से कार्यालय माइंस पर काम कर रहे हैं उनको स्किल्ड का वेतन मान दिया जावे तथा पी एफ काटकर फिर यू एम डी एस में स्थाई किया जावे ।
16. घेवरिया माइंस पर सात श्रमिक जो एच एम ऑपरेटर का कार्य पिछले पांच वर्षों से कर रहे हैं उन्हें अन्य ऑपरेटर के बराबर वेतनमान दिया जावे ।

4. तलब किये जाने पर प्रार्थी पक्ष द्वारा प्रस्तुत स्टेटमेंट ऑफ क्लेम में अभिवचन किये गये हैं कि प्रार्थी यूनियन एक मान्यता प्राप्त रजिस्टर्ड यूनियन है भारतीय मजदूर संघ से संबंधित यूनियन है जिसका मूल उद्देश्य यूनियन के सदस्यों/श्रमिकों को राहत दिलवाना उनकी मांगें पूरी करवाना व उनके अहित ना हो उसको बचाना है । प्रार्थी यूनियन के कुशल, उर्द्धकुशल व अकुशल श्रमिक सदस्य हैं जो करीब 240-250 के लगभग हैं जो अप्रार्थी नियोक्ता के चैनपुरा व घेवरिया व अन्य माइंस व फ़ैक्ट्री में भिन्न भिन्न पदों पर कार्यरत हैं । दि.2.6.10 को अप्रार्थी ने खान मजदूर कांग्रेस यूनियन भीलवाड़ा फ़र्जी यूनियन से जो दि.2.6.10 को समझौता प्रपत्र तैयार किया वह गलत व गैर कानूनी है । प्रार्थी यूनियन अप्रार्थी नियोक्ता से अपने श्रमिकों कर्मचारियों की वेतन विसंगतियों, श्रमिकों व कर्मचारियों के साथ हो रहे कुठाराघात के संबंध में अप्रार्थी से कई बार मौखिक रूप से शिकायत की जिस पर अप्रार्थी ने कोई ध्यान नहीं दिया । दि.28.7.11 को प्रार्थी ने केंद्रीय उप श्रम आयुक्त एवं समझौता अधिकारी, अजमेर का अपना सोलह सूत्रीय मांग पत्र प्रस्तुत किया जिसमें मांग सं.1,2,3,15,16 को अप्रार्थी द्वारा नहीं माना गया वार्ता करवायी जो वाता दि.21.6.12 को असफल हुई । प्रथम मांग का अप्रार्थी नियोक्ता ने कोई जवाब नहीं दिया । तथाकथित फ़र्जी यूनियन द्वारा दि.2.6.10 को जो समझौता अप्रार्थी द्वारा तैयार हुआ उसमें प्रथम ग्रेड 4500-140-55-150-6500-160-7500 तय हुई । जब अप्रार्थी द्वारा यह पूर्व में ही तय किया जा चुका था कि 4500/-रूपये वाले वेतन की ग्रेड 7500/-रूपये होगी तो फिर अप्रार्थी द्वारा उसको क्यों नहीं अमल में लाया गया और जो सावल ऑपरेटर हैं उनको क्यों नहीं दिया जा रहा है उसका कोई कारण अप्रार्थी द्वारा ना तो बताया ना ही दिया गया । अप्रार्थी द्वारा श्रमिकों के साथ उनके वेतनों में विसंगति उत्पन्न की जा रही है । अप्रार्थी द्वारा स्टाफ कर्मचारियों को जो वीडिए दिया जा रहा है उसमें किसी को कम व किसी को अधिक दिया जा रहा है । वही कर्मचारियों में भेदभाव रखा जा रहा है । स्टाफ वालों को वीडिए लेबर की तर्ज पर दिया जा रहा है जबकि वेतन मंथली है । वीडिए के संबंध में पूर्व में सन् 1995,1993,1990 आदि वर्षों में अप्रार्थी द्वारा पूर्व में श्रमिकों व स्टाफ कर्मचारियों को दिये जाने वाले वी डी ए का फार्मूला बनाया गया परंतु अप्रार्थी नियोक्ता द्वारा उक्त फार्मूले का प्रयोग नहीं करके अपनी मनमर्जी से व अपनी हठधर्मिता से वीडिए का भुगतान किया जाता है जो गलत है । मांग सं.2 का भी कोई संतोषजनक जवाब नहीं दिया गया । शर्त सं.3 के संबंध में भी अप्रार्थी द्वारा कोई जवाब नहीं दिया गया । प्रार्थी यूनियन के जो श्रमिक हैं व भिन्न पदों पर कार्यरत हैं उसमें उनके आगे पदों के अभाव में यह तय नहीं किया जा सकता कि किस श्रमिक को कौनसे पद की कौनसी ग्रेड के अनुसार वेतनमान दिया जायेगा जबकि समझौता अधिकारी के सामने जो वार्ता हुई उसमें यूनियन की ओर से दि.21.6.12 को प्रस्तावित सूचियां पदों व वेतनमान सहित पेश की गयी जिसको अप्रार्थी द्वारा नहीं माना । जिन श्रमिकों ने बिना किसी कारण 180, 240 दिन लगातार अपनी सेवायें पूरी कर ली हैं वह स्थायी होने के हकदार हैं तौ फिर अप्रार्थी द्वारा उन्हें स्थायी क्यों नहीं किया जा रहा है और स्किल्ड का वेतनमान क्यों नहीं दिया जा रहा है जबकि श्रमिक जब स्किल्ड का कार्य कर रहा है तो नैसर्गिक न्याय के सिद्धांतों के अनुसार स्किल्ड श्रमिक का ही वेतनमान मिलना चाहिए । आज तक कैलाश श्रमिक को समान वेतनमान नहीं देकर प्रार्थी के साथ व श्रमिकों के साथ बिना अधिकार कुठाराघात किया जा रहा है । अंत में प्रार्थना की है कि मांग सं.1,2,3,15,16 को पूरा करवाया जावे और श्रमिकों को पिछला एरियर व अठारह प्रतिशत ब्याज सहित दिलवाया जावे जिन श्रमिकों का वेतनमान बढ़ना है उनका बढ़ा हुआ वेतनमान समझौता दिनांक से मय एरियर व ब्याज सहित दिलवाया जावे । अन्य अनुतोष मुकदमे का खर्चा भी दिलवाया जावे ।

5. अप्रार्थी द्वारा जवाब प्रस्तुत किया जाकर प्रार्थी के स्टेटमेंट ऑफ क्लेम को मदवार अस्वीकार करते हुए अभिवचन किये हैं कि भारतीय खान मजदूर संघ ख खान मजदूर कांग्रेस के अधिकतम श्रमिक उक्त दोनों यूनियनों के सदस्य हैं । प्रार्थी यूनियन मान्यता प्राप्त नहीं है । अप्रार्थी कंपनी ने प्रार्थी यूनियन को मान्यता नहीं दे रखी है । प्रार्थी यूनियन बहुत अल्प सदस्यता वाली यूनियन है जिसमें दोहरी सदस्यता वाले सदस्य प्रार्थी यूनियन के सदस्य हैं यानि की प्रार्थी यूनियन की सदस्यता के अलावा अन्य यूनियन के सदस्य भी हैं । अल्प सदस्यता वाली यूनियन होने से प्रार्थी यूनियन का कोई अस्तित्व नहीं है तथा यूनियन सामूहिक प्रकृति की मांग नहीं उठा सकता है । उपरोक्त वर्णित दोनों यूनियन

से समय समय पर द्विपक्षीय व त्रिपक्षीय समझौते होते रहते हैं जिनके द्वारा सामूहिक मांगों का निस्तारण किया जाता है। यूनियन ने अपनी मांगों से संबंध में कोई भी पत्र प्रबंधकों को नहीं दिया है उन्होंने सीधे ही अपना क्लेम समझौता अधिकारी के समक्ष प्रस्तुत किया है जो नियमानुसार गलत एवं विधि विरुद्ध है। यूनियन ने न तो अपने सदस्यों की सूची प्रस्तुत की है और ना ही केस का हेतुक प्रस्तुत किया है जिससे यह साबित हो सके कि श्रमिकों ने अपनी मांगें उठाने के लिये यूनियन को अधिकृत किया हो उक्त क्लेम पेश करने से पूर्व न तो यूनियन ने अपने सदस्यों की जनरल बॉडी मीटिंग ही बुलाई है ना ही वहां पर इस तरह का कोई प्रस्ताव व उस पर कार्यवाही का विचार किया गया है। मौजूदा रेफरेंस एब इनिशियो इनवैलिड है व बैड इन लॉ है। प्रार्थी यूनियन का महामंत्री रामलाल लोदा ने बहुमत वाली यूनियन भारतीय खान मजदूर संघ के साथ हुए समझौते पर हस्ताक्षर किये हैं। समझौता खान मजदूर कांग्रेस इंटक बहुमत वाली यूनियन से किया गया था जिस पर अधिकांश श्रमिकों के हस्ताक्षर हैं तथा उक्त समझौते को श्रम विभाग में भी पंजीकृत करवाया गया था उक्त समझौते द्वारा लागू परिलाभ समस्त श्रमिकागण द्वारा सहर्ष प्राप्त किये गये थे एवं किसी भी श्रमिक द्वारा कोई भी विरोध एवं एतराज नहीं किया गया था उक्त परिलाभ प्राप्त करने के पश्चात् यह लिखना कि उक्त समझौता गलत एवं फर्जी है मात्र यह इंगित करता है कि प्रार्थी यूनियन अपने निहित स्वार्थों की पूर्ति हेतु उक्त कार्यवाही कर रही है जबकि यह समझौता पूरी तरह से मान्य होकर लागू किया गया था रामलाल लोदा जो प्रार्थी यूनियन के महामंत्री हैं ने उक्त समझौते पर हस्ताक्षर किये हैं इस कारण इस समझौते से प्रार्थी यूनियन बाध्य है तथा समझौते को किसी तरह की चुनौती देने या इंकार करने समझौते को फर्जी कहने का अधिकार यूनियन को नहीं है। सभी श्रमिकों ने राजीखुशी उक्त समझौते एवं उससे उत्पन्न समस्त परिणामों को बिना एतराज स्वीकार किया था उसके परिलाभ रामलाल लोदा महामंत्री प्रार्थी यूनियन ने भी प्राप्त किये हैं। मांग सं.1,2,3,15 व 16 की मांगें रेफरेंस लायक नहीं थी। दि.2.8.10 को समझौता खान मजदूर कांग्रेस के साथ हुआ इस समझौते पर रामलाल लोदा महामंत्री प्रार्थी यूनियन के भी हस्ताक्षर हैं। समझौता दि.8.5.10 का जो भारतीय खान मजदूर संघ के साथ हुआ है तथा समझौता दि.7.3.13 का खान मजदूर कांग्रेस के साथ समझौता अधिकारी एवं सहायक श्रम आयुक्त केंद्रीय अजमेर की मौजूदगी में हुआ है तथा समझौता दि.31.7.13 का भारतीय खान मजदूर संघ के साथ हुआ है। उक्त समझौतों को दृष्टिगत रखते हुए अब कोई विवाद शेष नहीं रहा है। बहुमत वाली यूनियन खान मजदूर कांग्रेस एवं भारतीय खान मजदूर संघ के साथ दि.31.7.13 को समझौते संपन्न हुआ है जिसमें उक्त वर्णित मांगों का पूर्णतः निरस्तारण किया जा चुका है। अतः इस प्रकार की कोई मांग वर्तमान में शेष नहीं है। अप्रार्थी संस्थान द्वारा श्रमिकों को केंद्रीय सरकार द्वारा घोषित श्रेणी अकुशल, अर्द्धकुशल एवं कुशल श्रेणी में रखा जाता है व उनकी श्रेणी के अनुसार ही पदनाम दिये जाते हैं और समय समय पर यूनियनों के साथ समझौते के अनुसार पदोन्नति दी जाती है। जिसमें उनका कार्य एवं पद कुछ भी हो पदोन्नत कर दिया जाता है। कुशल श्रेणी के श्रमिकों को कुछ वर्षों पश्चात् यूनियन के समझौते के द्वारा ग्रेड का लाभ दिया जाता है जो समझौते द्वारा ही बनायी गयी है। अतः यहां पद एवं उसके वेतनमान का कोई प्रश्न ही नहीं उठता है। क्योंकि समझौता दि.2.6.10 के द्वारा यह निर्णीत किया गया था कि ग्रेड वाले कर्मचारियों को सभी को कुशल श्रेणी का वेतन दिया जावेगा चाहे उनका पदनाम व श्रेणी कुछ भी हो इसमें अकुशल श्रेणी में आने वाले चौकीदार भी कुशल श्रेणी का वेतनमान प्राप्त कर रहे हैं। ऐसी स्थिति में ग्रेड में पदनाम दिया जाना संभव नहीं है। सामूहिक प्रकृति की मांग जिस पर बहुमत वाली यूनियन से समझौता हो गया है। मांग क्षेत्राधिकार से आगे बढ़कर उठायी गयी है जबकि श्रम विभाग ने मात्र सात श्रमिकों के संबंध में ही रेफरेंस किया है जो उनके मांग पत्र के पैरा सं.15 से संबंधित है। उक्त सातों श्रमिकों में छः श्रमिकों को यू एम डी एस में स्थाई कर दिया गया था व नियमानुसार उनका पी एफ भी काटा जा रहा है सातवां श्रमिक माधो जाट कंपनी में कार्यरत नहीं है वह ठेकेदार के यहां पर कार्यरत है उसको ठेकेदार द्वारा नियमानुसार लाभ व परिलाभ दिये जा रहे हैं। प्रवीण शर्मा कार्यालय सहायक पद पर कार्यरत है व उसको कुशल श्रेणी का वेतनमान दे रहे हैं, रामकुमार गुर्जर हैल्पर को उसके पद के अनुसार अकुशल श्रेणी का वेतनमान दे रहे हैं, काना गुर्जर वाटरमैन को पद के अनुरूप वेतनमान दिया जा रहा है। घनश्याम पालीवाल ब्लास्टर पद पर स्थायी रूप से कार्यरत था जो कि स्वेच्छा से नौकरी छोड़ गया। नटवर सुवालका हैल्पर को उसके पद के अनुसार वेतनमान दे रहे हैं, प्यारा गुर्जर श्रमिक को अकुशल श्रेणी का वेतन दिया जा रहा था जो हत्या के केस में आरोपी होने से पिछले काफी समय से लगातार अनुपस्थित चल रहा है। मांग पत्र में उसका क्रमांक 14 है जबकि रेफरेंस मांग पत्र की मांग सं.1,2,3,15,16 को ही निर्णय हेतु रेफर किया गया है वह विचारणीय नहीं है। पैरा सं.13 के अंतर्गत वर्णित कथन श्रम मंत्रालय द्वारा निर्णय हेतु रेफर नहीं किये गये अतः विचारणीय नहीं है। अंत में निवेदन किया है कि प्रार्थी यूनियन मांग सं.1,2,3,15,16 को खारिज करते हुए प्रार्थी यूनियन का क्लेम मय हर्ज-खर्च खारिज किया जाकर नो डिस्प्यूट अवार्ड पारित किया जावे।

6. प्रार्थी यूनियन ने उक्त जवाब स्टेटमेंट ऑफ क्लेम का जवाब उल जवाब प्रस्तुत कर उसमें अप्रार्थी की आपत्तियों को मदवार अस्वीकार करते हुए अभिवचन किये हैं कि दि.9.7.10 को श्रम विभाग के अतिरिक्त श्रम आयुक्त मुख्यालय जयपुर ने एक आदेश जारी कर भारतीय खान मजदूर संघ का पंजीयन निरस्त कर दिया और उस यूनियन का अस्तित्व ही श्रम विभाग द्वारा समाप्त कर दिया है तो फिर भारतीय खान मजदूर संघ बहुमत वाली यूनियन होने का प्रश्न ही उत्पन्न होता है और जब श्रम विभाग ने भारतीय खान मजदूर संघ की मान्यता ही वर्ष 2010 में रद्द कर दी तो फिर प्रार्थी यूनियन की कोई अस्तित्व ही नहीं रहता है। जहां तक खान मजदूर कांग्रेस का प्रश्न है उससे कही ज्यादा सदस्य प्रार्थी यूनियन के हैं और प्रार्थी यूनियन ने वर्तमान में अप्रार्थी संस्थान में अपना अस्तित्व बनाये रखा है

और प्रार्थी यूनियन ने ही अप्रार्थी संस्थान में कार्यरत श्रमिकों एवं कर्मचारियों की मांग उठायी है। यदि अप्रार्थी संस्थान ने अन्य किसी यूनियन से कोई समझौता दबाव बनाकर या धमकियां देकर कर लिया है तो वह समझौता माने जाने योग्य नहीं है। प्रार्थी यूनियन द्वारा अप्रार्थी संस्थान ने कई बार मौखिक रूप से व कई बार लिखित रूप से मांगों के समर्थन में बातचीत की गयी वार्ता की गयी जब अप्रार्थी संस्थान ने प्रार्थी यूनियन की मांगों को नहीं माना तब प्रार्थी यूनियन ने समझौता अधिकारी के समक्ष अपनी प्रार्थना पेश किया। प्रार्थी यूनियन ने अपने क्लेम के साथ चैनपुरा माइंस घेवरिया माइंस में कार्यरत प्रार्थी यूनियन के सदस्यों की लिस्ट पेश की है और उनके द्वारा ही मांगों के समर्थन में प्रार्थी यूनियन को बताया उसके पश्चात् ही प्रार्थी यूनियन ने वही मदद उठाया। अप्रार्थी संस्थान अपने इस प्रकरण में अपने आपको बचाने हेतु एक तथाकथित झूठा समझौता निरस्त यूनियन के साथ किया है जो किसी भी रूप से स्वीकार किये जाने योग्य नहीं है। अप्रार्थी संस्थान ने अपने पूरे जवाब क्लेम में कहीं भी मांग सं.1,2,3,15,16 के बारे में कोई कथन नहीं किये जो मांगे सही और सत्य है। यदि मांग सं.1,2,3,15,16 गलत व बेबुनियाद होती तो अप्रार्थी संस्थान अपने जवाब में उसका खंडन अवश्य करते परंतु अप्रार्थी संस्थान ने अपने पूरे जवाब में केवल यूनियन का ही मुद्दा उठाया है जो केंद्रीय सरकार की अधिसूचना के विपरीत है और जब अधिसूचना के विपरीत जवाब पेश किया है तो वह जवाब कानूनन विधि विरुद्ध है और माने जाने व स्वीकार किये जाने योग्य नहीं है। अंत में प्रार्थना की है कि प्रार्थी यूनियन का क्लेम स्वीकार किया जावे।

7. प्रार्थी यूनियन ने अपनी मौखिक साक्ष्य में ए डब. 1 रामलाल लोदा, ए डब.2 माधू जाट, ए डब.3 गोपाल गुर्जर, ए डब.4 कैलाशचंद्र, ए डब.5 भैरु कलाल, ए डब.6 रणजीतसिंह को परीक्षित करवाया है। दस्तावेजी साक्ष्य में प्रदर्श डब. 1 रेफरेंस, प्रदर्श डब.2 असफल वार्ता प्रतिवेदन, प्रदर्श डब.3 प्रार्थना पत्र अप्रार्थी समक्ष समझौता अधिकारी, प्रदर्श डब.4 प्रार्थना पत्र प्रार्थी समक्ष समझौता अधिकारी, प्रदर्श डब.5 व डब.8 जवाब अप्रार्थी समझौता अधिकारी, प्रदर्श डब.6, डब.7 व डब.9 नोटिस समझौता अधिकारी, प्रदर्श डब.10 मांग पत्र, प्रदर्श डब.11 आदेश दि.9.7.10 बाबत् पंजीयन रद्दीकरण, प्रदर्श डब.12 संलग्नक भारतीय खान मजदूर संघ सहित, प्रदर्श डब.13 स्पष्टीकरण सूचना बाबत् मांग पत्र, प्रदर्श डब.14 सूची कर्मकारगण मांग पत्र से संबंधित, प्रदर्श डब.15 समझौता पत्र दि.2.6.2010, प्रदर्श डब.16 इकरारनामा फोटो प्रतियों में प्रस्तुत कर प्रदर्शित करवाये हैं। जबकि अप्रार्थी ने अपनी मौखिक साक्ष्य में डी डब.1 अमित कुलश्रेष्ठ, असिस्टेंट मैनेजर एच आर अप्रार्थी संस्थान को परीक्षित करवाया गया है तथा दस्तावेजी साक्ष्य में प्रदर्श एम-1 समझौता पत्र दि.28.6.12 त्रिपक्षीय, प्रदर्श एम-2 आकस्मिक श्रमिकों की सूची, प्रदर्श एम-3 समझौता दि.12.4.12 त्रिपक्षीय बाबत् श्रमिक प्यारेलाल, प्रदर्श एम-4 समझौता पत्र दि.8.5.10, प्रदर्श एम-5 समझौता पत्र दि.7.3.13 त्रिपक्षीय, प्रदर्श एम-6 समझौता पत्र दि.31.7.13, प्रदर्श एम-7 समझौता पत्र दि.2.6.10 (प्रदर्श डब.15), प्रदर्श एम-8 वार्ता प्रतिवेदन दि.30.7.13, प्रदर्श एम-9 रसीद श्रमिक घनश्याम पालीवाल, प्रदर्श एम-10 रिलिविंग लैटर घनश्याम पालीवाल, प्रदर्श एम-11 त्यागपत्र घनश्याम पालीवाल, प्रदर्श एम-12 ऑफर लैटर घनश्याम पालीवाल प्रदर्श एम-13 रजिस्ट्रेशन प्रमाण पत्र खान मजदूर कांग्रेस फोटो प्रतियों में पेश कर प्रदर्शित करवाये गये हैं।

8. बहस अंतिम सुनी गयी। विद्वान अधिवक्ता प्रार्थी के स्टेटमेंट ऑफ क्लेम के तथ्यों के दोहराव के साथ तर्क रहे हैं कि पत्रावली पर प्रार्थी यूनियन के सदस्यों की सूची है। स्टेटमेंट ऑफ क्लेम पेश करते समय प्रार्थी यूनियन में 240 से 250 लगभग श्रमिक सदस्य थे अब चार सौ करीब सदस्य हैं। प्रार्थी यूनियन के सदस्य इससे कम हो, इस संबंध में अप्रार्थी पक्ष की माने जाने योग्य साक्ष्य नहीं है। प्रार्थी यूनियन रजिस्टर्ड एवं भारतीय मजदूर संघ से संबंधित है जो कि मशहूर यूनियन है तथा श्रमिकों कल्याण की मांगे रखने के लिए विधि अनुसार अधिकार रखती है। प्रार्थी यूनियन पर अल्पमत की यूनियन होने का व अप्रार्थी से मान्यता प्राप्त नहीं होने का अप्रार्थी पक्ष द्वारा लगाया गया आक्षेप मिथ्या व निराधार है जिसके समर्थन में अप्रार्थी की कोई साक्ष्य नहीं है बल्कि प्रार्थी यूनियन से अप्रार्थी द्वारा समझौता किये जाने की साक्ष्य पत्रावली पर है। जिस यूनियन का समझौता अप्रार्थी द्वारा बताया जाकर के उसे बहुमत की यूनियन बताया गया है उसका तो रजिस्ट्रेशन ही रद्द हो गया जिसकी प्रति प्रदर्श डब.11 व डब.12 पत्रावली पर है। उक्त यूनियन को समझौते का अधिकार नहीं था। समझौता प्रदर्श डब.15 एवं अन्य प्रस्तुत समझौते प्रार्थी पर बाध्यकारी नहीं है। अप्रार्थी पक्ष द्वारा अत्यंत वेतन विसंगतियां कर दी गयी हैं वरिष्ठों को कनिष्ठों से कम वेतन दिया जा रहा है व वेतनमान के साथ पदों को दर्शित नहीं किया गया है। स्क्वड श्रमिकों को ग्रेड में नहीं लिया गया है जिसकी बार-बार मांग उठायी जाती रही है। प्रार्थी ने मौखिक तौर पर यह कई बार मांग उठायी। इन समस्त तथ्यों की पत्रावली पर प्रार्थी की ओर से साक्ष्य है तथा अप्रार्थी साक्षी द्वारा भी इससे स्पष्ट तौर पर नकारा नहीं गया है। प्रार्थी की मांगे नाजायज व अवैध हो, ऐसा कुछ भी अप्रार्थी की ओर से नहीं रखा गया है। अप्रार्थी पक्ष तो केवल प्रार्थी यूनियन के स्वरूप पर मिथ्या आरोप लगाता रहा है जो स्वीकार योग्य नहीं है। अप्रार्थी पक्ष द्वारा प्रार्थी यूनियन की मांग सं.2 स्वीकार कर ली गयी है। अतएव उसे प्रार्थी यूनियन प्रेस नहीं करती है। शेष मांगे वर्णित रेफरेंस प्रार्थी की जायज एवं वैधानिक है जिसे वस्तुतः अप्रार्थी द्वारा माना नहीं गया है। रेफरेंस विधि अनुसार है। समझौता अधिकारी के समक्ष भी समझौता वार्ता निष्फल रही है। प्रार्थी यूनियन व अप्रार्थी के मध्य रेफरेंस में संदर्भित मांग सं.1,3,15,16 के संबंध में विवाद वर्तमान है। यद्यपि अप्रार्थी की ओर से उक्त मांगे भी मान लिया जाना अपनी साक्ष्य में दर्ज करवाया गया है किंतु यह मांगे अप्रार्थी द्वारा तो न स्वीकार की गयी है न लागू की गयी है। अप्रार्थी द्वारा प्रस्तुत न्यायिक दृष्टांत हस्तगत प्रकरण पर चर्चा नहीं होते हैं। अंत में उनके द्वारा प्रार्थी की मांगे स्वीकार योग्य बताते हुए उन्हें

अप्रार्थी द्वारा नहीं माने जाना न्यायोचित व न्यायसंगत नहीं होना बताते हुए तदनुसार प्रार्थी का स्टेटमेंट ऑफ क्लेम स्वीकार करते हुए चाहा गया अनुतोष प्रदान करने की व उक्त निर्देश का उत्तर प्रार्थी के पक्ष में दिये जाने की प्रार्थना की गयी है ।

9. उक्त तर्कों का खंडन करते हुए विद्वान अधिवक्ता अप्रार्थी द्वारा अप्रार्थी के जवाब स्टेटमेंट ऑफ क्लेम के तथ्यों को दोहराया गया है तथा तर्क दिये गये हैं कि प्रार्थी यूनियन के बहुमत होने की साक्ष्य नहीं होने व अप्रार्थी से मान्यता प्राप्त नहीं होने के आधार पर प्रार्थी यूनियन को निर्देश में वर्णित मांगे उठाने का अधिकार नहीं है । प्रार्थी यूनियन से अप्रार्थी का कौनसा समझौता हुआ प्रार्थी की ओर से तर्कों में नहीं बताया गया है । रेफरेंस में वर्णित मांगों का मांग पत्र अप्रार्थी का कभी नहीं दिया गया इसकी साक्ष्य पत्रावली पर है । बिना मांग पत्र दिये तथा बिना मांग पत्र पर असहमत हुए हस्तगत विवाद औद्योगिक विवाद अधिनियम 1947 अनुसार औद्योगिक विवाद में नहीं आता है । वस्तुतः कोई औद्योगिक विवाद अस्तित्व में नहीं है कुछ व्यक्तियों द्वारा प्रार्थी यूनियन के माध्यम से अप्रार्थी को परेशान किये जाने के लिए झूठी व गलत कार्यवाही की गयी है । जबकि प्रार्थी यूनियन के साक्षी ही उनकी सभी मांगे पूरी हो जाना अपनी जिरह की साक्ष्य में मानते हैं तो फिर उक्त मांगों का नहीं माना जाना अभिनिर्धारित नहीं किया जा सकता । समझौता प्रदर्श डब.15 पर प्रार्थी यूनियन के रामलाल लोधा के हस्ताक्षर है जो सभी कर्मकारों पर बाध्यकारी है उक्त व अन्य समझौते को प्रार्थी यूनियन को फर्जी बताने का अधिकार नहीं है । मांगे समझौता अधिकारी के समक्ष रखने से पहले प्रार्थी यूनियन द्वारा जनरल बॉडी की कोई मीटिंग की गयी हो इसकी भी कोई साक्ष्य नहीं है । समझौता प्रदर्श एम-1, एम-3 व एम-5 ट्रिपार्टाइट समझौते हैं । जिन पर सहायक श्रम आयुक्त अजमेर के हस्ताक्षर हैं जो वैधानिक प्रभाव रखते हैं । समझौता प्रदर्श डब.15 (एम-7) रजिस्टर्ड भी हुआ है । जिसके पंजीयन को प्रार्थी की ओर से नकारा नहीं गया है । प्रार्थी यूनियन द्वारा रखी गयी मांगे अनावश्यक हैं तथा मांग सं.3 की पालना असंभव है क्योंकि अप्रार्थी द्वारा समझौते के अनुसार ग्रेड प्रणाली लागू की हुई है जिसमें अकुशल श्रमिक को भी योग्य होने पर ग्रेड दी जाती है व दी गयी है । मांग सं.15 के श्रमिक घनश्याम पालीवाल ने त्यागपत्र दे दिया व प्यारा गुर्जर कार्य पर नहीं आ रहा है एवं माधो जाट ठेकेदार का श्रमिक है । इसकी पर्याप्त साक्ष्य स्वयं प्रार्थी साक्षियों की जिरह में है । ऐसे में उनके बारे में मांगे किया जाना अनावश्यक है । समस्त परिस्थितियों में प्रार्थी यूनियन का क्लेम खारिज किये जाने योग्य है । अंत में उनके द्वारा प्रार्थी यूनियन का क्लेम खारिज किये जाते हुए उक्त निर्देशित विवाद का उत्तर अप्रार्थी के पक्ष में दिये जाने की प्रार्थना की गयी है । उनके द्वारा अपने तर्कों के समर्थन में निम्नलिखित न्यायिक दृष्टांत पेश किये गये हैं :-

1. ए आई आर (39) 1952 पटना 210 मेंबर्स ऑफ दा सासामूसा वर्कर्स यूनियन बनाम स्टेट ऑफ बिहार व अन्य,
2. 2001 (3) ए आई एस एल आर 171 धर्मवीर बनाम स्टेट ऑफ एन सी टी ऑफ देहली व अन्य,
3. ए आई आर 1975 सुप्रीम कोर्ट 171 दी जाग्रखान कॉलिरीज प्रा0लि0 बनाम जी सी अग्रवाल पी ओ सेंद्रल गवर्नमेंट इंडस्ट्रियल ट्रिब्यूनल-कम- लेबर कोर्ट, जबलपुर व अन्य,
4. आई एल आर 2005 कर्नाटक 4163 दी प्रसीडेंट लेबर बनाम दी मैनेजमेंट ऑफ हिंदुस्तान 6.7.2005

10. उभयपक्षकारान् की ओर से दिये गये तर्कों के मददे नजर तथा अप्रार्थी की ओर से प्रस्तुत न्यायिक दृष्टांतों के अभिमतों के दृष्टिगत संबंधित विधि को विचार में लेते हुए पत्रावली का भली-भांति परिशीलन किया गया ।

11. जहां तक प्रार्थी यूनियन के अल्पमत या बहुमत में होने का प्रश्न है, प्रार्थी यूनियन द्वारा अपने स्टेटमेंट ऑफ क्लेम में उक्त यूनियन में करीबन 240-250 सदस्य बताये गये हैं । ए डब.1 रामलाल लोधा सहित प्रार्थी साक्षियों द्वारा अपनी मुख्य परीक्षा में भी ऐसी ही साक्ष्य दी गयी है । जिरह की साक्ष्य में ए डब.1 रामलाल लोधा द्वारा यूनियन के चार सौ सदस्य बताये गये हैं । पत्रावली पर प्रार्थी की ओर से अपने सदस्यों की सूचियां भी पेश की गयी हैं यद्यपि उन्हें प्रदर्शित नहीं करवाया गया है । उक्त सदस्यों की सूचियों में से प्रथम में नब्बे, द्वितीय में तियालीस, तृतीय में सित्यासी सदस्य दर्शित हैं । जो क्रमशः 2011 से 2013 एवं जनवरी 2012 एवं 2013 की हैं । अप्रार्थी की ओर से आये साक्षी डी डब.1 अमित कुलश्रेष्ठ द्वारा यद्यपि प्रार्थी यूनियन को अल्प मत वाली यूनियन होने की साक्ष्य दी गयी है किंतु यूनियन में कुल कितने सदस्य है वह अपनी साक्ष्य में नहीं बताता है । अप्रार्थी संस्थान में कुल कितने श्रमिक कार्य करते हैं ऐसा भी इस साक्षी की ओर से स्पष्ट नहीं किया गया है । अन्य यूनियन भारतीय खान मजदूर संघ एवं खान मजदूर कांग्रेस जिसे वह अपनी मुख्य परीक्षा में बहुमत वाली यूनियन बताता है में भी कुल कितने सदस्य है वह अपनी जिरह की साक्ष्य में स्पष्ट नहीं कर पाया है । साक्ष्य की उक्त परिस्थिति में यह नहीं माना जा सकता है कि प्रार्थी यूनियन अल्पमत वाली यूनियन हो । जहां तक प्रार्थी यूनियन के सदस्यों की दोहरी सदस्यता का प्रश्न है, इस संबंध में प्रार्थी साक्षी ए डब.2 माधू जाट, ए डब.3 गोपाल गुर्जर, ए डब.4 कैलाशचंद्र, ए डब.5 भैरू कलाल, ए डब.6 रणजीत सिंह ने अपनी अपनी जिरह की साक्ष्य में यह माना है कि वे पहले भारतीय मजदूर संघ यूनियन के सदस्य थे जिसका रजिस्ट्रेशन खारिज हो गया बाद में वे प्रार्थी यूनियन के सदस्य बन गये । पत्रावली पर भारतीय खान मजदूर संघ के पंजीयन रद्दीकरण का आदेश दि.9.7.10 प्रदर्श डब.11 मय संलग्नक प्रदर्श डब.12 के उपलब्ध है जिससे यह प्रकट

होता है कि भारतीय खान मजदूर संघ का पंजीयन उक्त दि.9.7.10 के आदेश द्वारा रद्द कर दिया गया। इस संबंध में अप्रार्थी पक्ष की ओर से कोई विरोधाभासी साक्ष्य भी नहीं है ऐसे में यह तथ्य सिद्ध होता है कि भारतीय खान मजदूर संघ का पंजीयन आदेश दि.9.7.10 प्रदर्श डब.11 से रद्द कर दिया गया इससे पूर्व उक्त प्रार्थी साक्षी इस भारतीय खान मजदूर संघ के सदस्य थे तथा बाद में वे प्रार्थी यूनियन के सदस्य बन गये। एक यूनियन का पंजीयन रद्द हो जाने पर दूसरे यूनियन की सदस्यता को ग्रहण करना दोहरी सदस्यता का मामला नहीं माना जा सकता है। प्रार्थी यूनियन द्वारा स्वयं को रजिस्टर्ड एवं भारतीय मजदूर संघ से संबंधित यूनियन होना अपने स्टेटमेंट ऑफ क्लेम में बताया गया है। जिस संबंध में अपने जवाब में अप्रार्थी की ओर से स्पष्ट इंकारी नहीं रही है तथा प्रार्थी यूनियन का अप्रार्थी की मान्यता प्राप्त नहीं होने का ही उज्र लिया गया है। पत्रावली पर प्रार्थी यूनियन की ओर से प्रदर्श डब.16 इकरारनामा दि.25.5.13 प्रार्थी यूनियन की ओर से प्रस्तुत किया गया है जो इकरारनामा अप्रार्थी पक्ष के सहायक महाप्रबंधक, प्रबंधक, कार्मिक कार्यकारी व प्रार्थी यूनियन एवं उसके ए डब.1 साक्षी रामलाल लोधा, महामंत्री व ए डब.5 भैरुकलाल एवं रामलाल कोषाध्यक्ष के मध्य होना प्रकट होता है जो निलंबित यूनियन प्रतिनिधि रामलाल लोधा, भैरुकलाल व रामलाल जाट के खान क्षेत्र में प्रवेश नहीं करने व गेट पर हस्ताक्षर करने के संबंध में है इस इकरारनामे पर अप्रार्थी की ओर से सभी प्रार्थी साक्षियों से कोई जिरह नहीं की गयी है जिस कारण उक्त इकरारनामा अनकॉर्ड एवं अनकंट्रोवर्टेड प्रकट होता है जिससे इसे नहीं माने जाने का कोई कारण नहीं है जिसके मददे नजर अप्रार्थी की ओर से दिया गया यह तर्क माने जाने योग्य नहीं है कि प्रार्थी यूनियन को अपने आचरण से अप्रार्थी पक्ष द्वारा मान्यता नहीं दी गयी है। उक्त इकरारनामा करके अप्रार्थी द्वारा प्रार्थी यूनियन को एक तरह से मान्यता ही दे दी गयी है। अप्रार्थी की ओर से प्रस्तुत न्यायिक दृष्टांत आई एल आर 2005 कर्नाटक 4163 दी प्रसीडेंट लेबर बनाम दी मैनेजमेंट ऑफ हिंदुस्तान में माननीय कर्नाटक उच्च न्यायालय द्वारा किसी संस्थान में कई श्रमिक यूनियन होने पर मान्यता प्राप्त यूनियन को बढ़ावा दिये जाने का तथा ऐसी ही यूनियन के कर्मकारों की बारगेनिंग एजेंट होने का अभिमत दिया गया है जो प्रथम तो साक्ष्य के उक्त विवेचन के मददे नजर एवं द्वितीय उक्त न्यायिक दृष्टांत के मामले में याची यूनियन को औद्योगिक विवाद उठाने की सक्षमता के प्रश्न को भी निर्देशित किया गया था जो प्रश्न हस्तगत प्रकरण में निर्देशित नहीं किया गया। अतएव उक्त न्यायिक दृष्टांत अप्रार्थी पक्ष की कोई मदद नहीं करता है एवं यह नहीं माना जा सकता है कि प्रार्थी यूनियन को उक्त मांगे रखने व विवाद उठाने का अधिकार नहीं हो।

12. जहां तक प्रार्थी यूनियन द्वारा उक्त मांगों के मांग पत्र को पूर्व में अप्रार्थी पक्ष को नहीं दिये जाने एवं मांगों को अप्रार्थी पक्ष को ज्ञापित किये या नहीं किये जाने का प्रश्न है, प्रार्थी यूनियन द्वारा अपने स्टेटमेंट ऑफ क्लेम में उक्त मांगों को मौखिक रूप से अप्रार्थी के समक्ष रखने का तथ्य दर्ज करवाया गया है तथा सभी प्रार्थी साक्षियों द्वारा ऐसी ही साक्ष्य अपनी अपनी मुख्य परीक्षा में दी गयी है किंतु उक्त संबंध में अप्रार्थी की ओर से सभी प्रार्थी साक्षियों से कोई विशेष जिरह नहीं की गयी है। अप्रार्थी साक्षी डी डब.1 अमित कुलश्रेष्ठ द्वारा अपनी मुख्य परीक्षा की साक्ष्य में प्रार्थी द्वारा उन्हें सोलह सूत्रीय मांग पत्र नहीं देना दर्ज करवाते हुए जिरह में यह मांग पत्र समझौता अधिकारी के समक्ष ही उनकी जानकारी में आना दर्ज करवाया गया है इस पर प्रार्थी की ओर से और कोई जिरह नहीं है ऐसे में विद्वान अधिवक्ता अप्रार्थी के यह तर्क तो माने जाने योग्य है कि उक्त सोलह सूत्रीय मांगों का लिखित ज्ञापन समझौता अधिकारी के समक्ष शिकायत किये जाने से पूर्व तो प्रार्थी यूनियन द्वारा अप्रार्थी को लिखित तौर पर नहीं दिया गया किंतु प्रार्थी साक्षियों की उक्त विवेचित साक्ष्य के मददे नजर इस तथ्य से इंकारी नहीं की जा सकती है कि उक्त मांगों का ज्ञान अप्रार्थी पक्ष को नहीं था एवं अप्रार्थी पक्ष उक्त मांगों से समझौता अधिकारी की कार्यवाही से पूर्व अनभिज्ञ था एवं पूर्व में मौखिक रूप से अप्रार्थी के समक्ष उक्त मांगे नहीं रखी गयी। वैसे भी उक्त निर्देशित मांगों के अलावा शेष मांगों का मान लिये जाने का तथ्य प्रार्थी यूनियन की ओर से रखा गया है जिसका अप्रार्थी की ओर से कोई खंडन नहीं है जो भी अप्रार्थी के विरुद्ध इस प्रकार जाता है कि प्रार्थी संस्थान को प्रार्थी यूनियन की उक्त मांगों की जानकारी समझौता अधिकारी की कार्यवाही से पूर्व थी। अप्रार्थी की ओर से प्रस्तुत न्यायिक दृष्टांत ए आई आर (39) 1952 पटना 210 मेंबर्स ऑफ दा सासामूसा वर्कर्स यूनियन बनाम स्टेट ऑफ बिहार व अन्य में माननीय पटना उच्च न्यायालय द्वारा प्रबंधन को मांगों का लिखित ज्ञापन नहीं दिये जाने व उस पर विचार का समुचित समय नहीं दिये जाने अथवा प्रबंधन को अन्यथा भी मांगों की जानकारी नहीं होने पर निर्देशित विवाद को औद्योगिक विवाद अधिनियम की धारा 2 (के) अनुसार औद्योगिक विवाद नहीं होना अभिनिर्धारित किया गया है। उक्त न्यायिक दृष्टांत के उक्त अभिमत के परिप्रेक्ष्य में हस्तगत प्रकरण पर विचार करने पर चूंकि अप्रार्थी पक्ष को समझौता अधिकारी की कार्यवाही से पूर्व प्रार्थी यूनियन की मांगों की जानकारी उक्त विवेचन के अनुसार थी। अतएव उक्त न्यायिक दृष्टांत अप्रार्थी पक्ष की कोई विशेष मदद नहीं करता है। अप्रार्थी पक्ष की ओर से प्रस्तुत न्यायिक दृष्टांत 2001 (3) ए आई एस एल आर 171 धर्मवीर बनाम स्टेट ऑफ एन सी टी ऑफ देहली व अन्य सेवामुक्ति के विवाद से संबंधित मामले का है जिसमें कर्मकार की सेवामुक्ति के बाद कई वर्षों तक उसकी ओर से कार्यवाही नहीं किये जाने पर औद्योगिक विवाद का अस्तित्व में नहीं होना माननीय दिल्ली उच्च न्यायालय द्वारा अभिनिर्धारित किया गया है जो तथ्य हस्तगत प्रकरण के नहीं है अतएव उक्त न्यायिक दृष्टांत भी अप्रार्थी की कोई विशेष मदद नहीं करता है। अप्रार्थी की ओर से प्रार्थी यूनियन द्वारा मांगों के संबंध में कोई पूर्व में बैठक कर उस पर विचार कर सकल्प पारित नहीं किये जाने का आधार भी लिया गया है और ऐसी कोई साक्ष्य पत्रावली पर प्रार्थी की ओर से नहीं है किंतु इस कारण मात्र से यह नहीं माना जा सकता है कि प्रार्थी यूनियन के सदस्य प्रार्थी यूनियन द्वारा की गयी कार्यवाही से सहमत नहीं हो, यदि कोई सदस्या या बहुमत

प्रार्थी यूनियन के विरोध में होता तो यह स्थिति अप्रार्थी न्यायालय के समक्ष ला सकता था जो अप्रार्थी लेकर के नहीं आया है ऐसे में भी उक्त तर्कों के आधार पर अप्रार्थी पक्ष को कोई फायदा नहीं दिया जा सकता है ।

13. अप्रार्थी संस्थान की ओर से पत्रावली पर कुल छः समझौता पत्र समायानुक्रम में प्रदर्श एम-4 दि.8.5.10 प्रदर्श एम-7 दि.2.6.10, प्रदर्श एम-3 दि.12.4.12, प्रदर्श एम-1 दि.28.6.12, प्रदर्श एम-5 दि.7.3.13 व प्रदर्श एम-6 दि.31.7.13 प्रस्तुत किये गये हैं । प्रदर्श एम-7 समझौता पत्र दि.2.6.10 को स्वयं प्रार्थी द्वारा भी प्रदर्श डब.15 के रूप में प्रस्तुत किया गया है । समझौता पत्र प्रदर्श एम-4 दि.8.5.10 व प्रदर्श एम-7 दि.2.6.10 को छोड़कर शेष समस्त समझौता पत्र भारतीय खान मजदूर संघ के पंजीयन रद्दीकरण के आदेश दि.9.7.10 प्रदर्श डब.11 के बाद के समझौता पत्र हैं तथा समझौता पत्र प्रदर्श एम-3 दि.12.4.12 प्रदर्श एम-1 दि.28.6.12 व प्रदर्श एम-5 दि.7.3.13 त्रिपक्षीय हैं जिन पर अमरीश शर्मा समझौता अधिकारी के भी हस्ताक्षर हैं । जिनके मददे नजर यह माने जाने योग्य है कि उक्त समझौता उक्त समझौता अधिकारी द्वारा समझौता वार्ता के दौरान करवाये गये हैं । प्रदर्श एम-1,3 व 5 तीनों समझौते खान मजदूर कांग्रेस की ओर से हैं । शेष समझौते उक्त समझौता उक्त समझौता अधिकारी द्वारा कराये गये हैं प्रतीत नहीं होते हैं । अप्रार्थी की ओर से प्रस्तुत न्यायिक दृष्टांत ए आई आर 1975 सुप्रीम कोर्ट 171 दी जाग्रखान कॉलिरीज प्रा0लि0 बनाम जी सी अग्रवाल पी ओ सेंट्रल गवर्नमेंट इंडस्ट्रियल ट्रिब्यूनल-कम- लेबर कोर्ट, जबलपुर व अन्य में माननीय सर्वोच्च न्यायालय द्वारा समझौता कार्यवाही के दौरान हुए समझौते संस्थान के समस्त कर्मचारों एवं प्रबंधन पर लागू होना एवं अन्य समझौता पक्षकारों पर लागू होने का अभिमत दिया गया है । उक्त न्यायिक दृष्टांत के उक्त अभिमत के मददे नजर समझौता पत्र प्रदर्श एम-1,3,5 का प्रबंधन एवं समस्त कर्मचारियों पर लागू होना तथा शेष समझौतों का उसके पक्षकारों पर लागू होना माने जाने योग्य है । यद्यपि प्रार्थी यूनियन की ओर से भारतीय खान मजदूर संघ के रद्दीकरण के आदेश दि.9.7.10 प्रदर्श डब.11 के पश्चात् के समझौते उक्त यूनियन के पंजीयन के अभाव में एवं दबाव में फर्जी यूनियन द्वारा फर्जी तरीके से किये जाने के आरोप अपने अभिवचनों व साक्ष्य में व तर्कों में लगाये गये हैं किंतु ऐसे किसी दबाव व धोखे एवं फर्जकारी की कोई साक्ष्य पत्रावली पर स्पष्ट तौर पर नहीं है तथा पंजीयन रद्दीकरण हो जाने मात्र के आधार पर उक्त समझौतों को नहीं माना जाय ऐसी कोई विधि भी प्रार्थी की ओर से हमारे समक्ष उद्धरित नहीं की गयी है ऐसे में उक्त आधारों पर उक्त समझौते को नहीं माना जावे यह तर्क विद्वान अधिवक्ता प्रार्थी का माने जाने योग्य नहीं है । समझौता पत्र प्रदर्श एम-7 (प्रदर्श डब.15) के संबंध में विद्वान अधिवक्ता अप्रार्थी के यह तर्क माने जाने योग्य है कि उक्त प्रदर्श एम-7 समझौता पत्र दि.2.6.10 पर ए डब.1 रामलाल लोधा महामंत्री प्रार्थी यूनियन एवं प्रार्थी साक्षी ए डब.5 भैरु कलाल के हस्ताक्षर हैं । जिस कारण प्रार्थी यूनियन उक्त समझौते से परोक्ष तौर पर विबंधित है ।

14. प्रार्थी की ओर से बहस के दौरान मांग पत्र प्रदर्श डब.10 की मांग सं.2 का पूरा हो जाना अभिव्यक्त किया गया है जिसका किसी प्रकार से खंडन अप्रार्थी की ओर से नहीं किया गया है । उक्त मांग पूरा हो जाने पर प्रार्थी की ओर से उक्त मांग प्रेस नहीं की गयी है । अतएव इस पर विचार की आवश्यकता नहीं रह जाती ।

15. सभी प्रार्थी साक्षियों द्वारा अपनी मुख्य परीक्षा की साक्ष्य में उक्त निर्देशित मांगों का पूरा नहीं होना दर्ज करवाया गया है । अंत में जिरह की साक्ष्य में ए डब.2 लगायत ए डब.6 प्रार्थी साक्षियों द्वारा इस तथ्य को सही बताया गया है कि हमारे सभी मांगे पूरी हो चुकी हैं और हमारी बकाया मांगे नहीं हैं जिसको आधार बनाते हुए विद्वान अधिवक्ता अप्रार्थी के तर्क रहे हैं कि जब प्रार्थी की सभी मांगे पूरी हो जाना उक्त सभी प्रार्थी साक्षी मानते हैं तो फिर अब उक्त संबंध में और कोई विवाद शेष नहीं रहता है तथा उक्त मांगों की पूर्ति नहीं हो जाना अभिनिर्धारित नहीं किया जा सकता है । किंतु हमारे विनम्र मत में उक्त सुझाव उक्त प्रार्थी साक्षी ए डब.2 लगायत ए डब.6 को अप्रार्थी की ओर से प्रदर्श डब.15 समझौता होने बाबत् साक्ष्य के तुरंत बाद में दिया गया है जिस कारण यह सुझाव प्रदर्श डब.15 समझौता से ही संबंधित माना जा सकता है न कि निर्देशित मांगों के संबंध में और फिर सभी प्रार्थी साक्षियों द्वारा इससे पूर्व उक्त निर्देशित मांगों की पूर्ति नहीं होने के बारे में स्पष्ट साक्ष्य दी गयी है जिसकी उपेक्षा नहीं की जा सकती है अतएव उक्त तर्कों के आधार पर अप्रार्थी पक्ष को उक्त निर्देशित मांगों की पूर्ति हो जाना मानते हुए कोई फायदा नहीं दिया जा सकता है तथा यह नहीं माना जा सकता है कि पक्षकारों में अब कोई विवाद शेष नहीं रहा है ।

16. उभयपक्षकारान् की मध्य जो साक्ष्य आयी है उससे यह प्रकट होता है कि प्रार्थी संस्थान में अकुशल, अर्द्धकुशल व कुशल कर्मकारों की श्रेणियां भी बनायी गयी हैं एवं ग्रेड सिस्टम भी बनाकर वेतनमान दिया जा रहा है क्योंकि सभी प्रार्थी साक्षियों ने अप्रार्थी की ओर से जिरह में उनको दिये गये सुझाव में यह माना है कि कर्मचारी जैसा काम कर रहे हैं उसके अनुसार उसे वैसा वेतन मिल रहा है अर्थात् स्किल्ड को स्किल्ड का व सेमीस्किल्ड को सेमी स्किल्ड का । अप्रार्थी साक्षी डी डब.1 अमित कुलश्रेष्ठ द्वारा अपनी मुख्य परीक्षा में श्रमिकों चाहे किसी भी श्रेणी के हो उन्हें ग्रेड में पदोन्नति दिये जाने एवं कुछ वर्षों पश्चात् ग्रेड का लाभ दिये जाने के तथ्य दर्ज करवाये गये हैं । इससे यही तात्पर्य निकलता है कि अकुशल, अर्द्धकुशल व कुशल श्रेणियों के कर्मकारों के रखे जाने के साथ-साथ कुशल कर्मकारों को कुछ वर्षों पश्चात् ग्रेड दिया जाता है । कुछ वर्ष कितने हैं यह उक्त साक्षी की साक्ष्य से स्पष्ट नहीं है । समझौता प्रदर्श एम-1 आकस्मिक कर्मकारों के संबंध में है तथा समझौता प्रदर्श एम-3 श्रमिक प्यारेलाल के संबंध है जो हस्तगत प्रकरण से कोई विशेष संबंध नहीं रखते हैं । समझौता पत्र प्रदर्श एम-4 जो कि भारतीय खान मजदूर संघ एवं कुछ

कर्मचारों एवं अप्रार्थी संस्थान के मध्य दि.8.5.2010 को निष्पादित हुआ है के मद नं.3 में ग्रेड वाले कर्मचारियों को स्किल्ड के वर्तमान न्यूनतम वेतन से कम वेतन नहीं दिया जाना एवं केंद्र सरकार द्वारा समय-समय पर स्किल्ड श्रेणी के महंगाई भत्ते को दिया जाना तय पाया गया है । पूर्व में किये गये विवेचनानुसार उक्त समझौता अप्रार्थी प्रबंधन सहित उक्त समझौते के पक्षकारों पर बाध्यकारी है क्योंकि यह समझौता वार्ता के दौरान का समझौता नहीं है । प्रदर्श एम-7 (प्रदर्श डब.15) समझौता पत्र दि.2.6.10 जो कि उक्त विवेचनानुसार प्रार्थी यूनियन एवं अप्रार्थी संस्थान दोनों पर बाध्यकारी है के भी मद नं.4 में उक्त विवेचित समझौता पत्र प्रदर्श एम-4 की ही उक्त विवेचित शर्त वर्णित है तथा साथ में मद नं.6 में यह भी वर्णित है कि श्रमिक पक्ष इस समझौते के बाद केंद्र सरकार द्वारा घोषित स्किल्ड सेमी स्किल्ड, अनस्किल्ड की श्रेणी को कर्मचारियों के लिए भविष्य में लागू करने की कोई मांग नहीं उठायेगा तथा मद सं.10 में यह भी वर्णित है कि घेवरिया माइंस पर मैकेनिकल विभाग में कार्यरत स्किल्ड कर्मचारियों को ग्रेड में लेने के संबंध में दो माह बाद चर्चा कर ली जावेगी जिससे यह प्रकट होता है कि उक्त समझौते के माध्यम से श्रेणी खत्म करते हुए स्किल्ड श्रेणी के कर्मचारियों को ग्रेड में लेने की चर्चा करना तय पाया गया किंतु पूर्व में विवेचित अनुसार उक्त श्रेणियां अकुलशल, अर्द्धकुशल व कुशल श्रमिक की अप्रार्थी संस्थान में अब भी विद्यमान है । प्रदर्श एम-5 समझौता पत्र दि. 7.3.13 त्रिपक्षीय जो समझौता अधिकारी के समक्ष हुआ है जिससे अप्रार्थी प्रबंधन व प्रार्थी यूनियन के सदस्यों सहित समस्त कर्मकार उक्त विवेचनानुसार पाबंद है के मद सं.5 की शर्त सं.5 में यह वर्णित है कि प्रबंधन जो कर्मचारी कंसोलिडेटेड वेतन की बजाए ग्रेड पद्धति में वेतन पाना चाहता है द्वारा उन्हें दि.31.3.13 तक आवेदन दिये जावेंगे तथा मद सं.7 अनुसार ग्रेड भी निर्धारित की गयी है । प्रदर्श एम-6 समझौता पत्र दि.31.7.13 के मद सं.1 के श्रमिकों की समान कार्य के लिये समान वेतन एवं वेतन विसंगतियों को दूर करने की मांग के सर्वप्रथम कार्य के अनुसार पद निर्धारित करने के उपरांत तदनुसार ग्रेड में पद निर्धारित किया जाना एवं मद नं.7 में अप्रैल 2007 अथवा पांच वर्ष से जो श्रमिक स्थाई कर्मचारी रहते हुए अर्द्धकुशल या कुशल श्रेणी का वेतन प्राप्त कर रहे थे/हैं को अर्द्धकुशल से कुशल एवं कुशल से ग्रेड की श्रेणी दि. 1.7.13 से दिये जाने पर सहमति प्रबंधन द्वारा दी गयी है जिस समझौते से अप्रार्थी उक्त विवेचनानुसार पाबंद है ।

17. उक्त समझौते के दृष्टिगत प्रार्थी यूनियन की मांगों पर विचार करने पर मांग सं.1 जो कि श्रमिक गोपाल कर्मचारी सहित सावल ऑपरेटर को समान कार्य के लिए समान वेतन दिये जाने व पूर्व के वेतन से कम वेतन नहीं दिये जाने से संबंधित है जायज एवं वैधानिक ठहराये जाने योग्य है क्योंकि समान कार्य के लिए समान वेतन पाना भारतीय संविधान के अनुच्छेद 14 में अंतर्निहित समता के अधिकार के अनुसार श्रमिकों का मूल अधिकार है तथा समान कार्य हेतु समान वेतन दिये जाने व पूर्व वेतन से कम ग्रेड नहीं दिये जाने के संबंध में उक्त प्रकार समझौते भी है । मांग सं.3 में प्रार्थी यूनियन द्वारा वेतनमान के समक्ष पद अंकित किये जाने की मांग की गयी है । प्रार्थी यूनियन की ओर से तर्क रहा है कि इस कारण से भ्रम पैदा होता है जो वास्तविक प्रकट होता है । अप्रार्थी की ओर से उक्त मांग पर कार्यवाही असंभव होना बताया गया है जो माने जाने योग्य नहीं है क्योंकि उक्त विवेचनानुसार प्रदर्श एम-6 समझौता पत्र में स्वयं अप्रार्थी द्वारा उसके मद नं.1 में समान कार्य के लिए समान वेतन एवं वेतन विसंगतियों को दूर करने की मांग को विचार में लेकर कार्य अनुसार पद एवं ग्रेड में पद निर्धारित किया जाना तय पाया गया है । जिस समझौते से अप्रार्थी प्रबंधन बाध्य है । यदि प्रार्थी की ओर से दिये गये तर्कानुसार ग्रेड के समक्ष पद अंकित नहीं किये जाने के कारण भ्रम एवं वेतन विसंगतियां नहीं होती तथा अप्रार्थी की ओर से दिये गये तर्कानुसार यह असंभव होता तो अप्रार्थी प्रबंधन उक्त शर्त को उक्त समझौते में नहीं तय पाता । ऐसी परिस्थिति में प्रार्थी यूनियन की मांग सं.3 भी जायज एवं वैधानिक माने जाने योग्य है । जहां तक मांग सं.15 का प्रश्न है यह प्रार्थी साक्षियों का स्वीकृत तथ्य है कि घनश्याम पालीवाल त्यागपत्र दे चुका है तथा प्यारा गुर्जर किसी फौजदारी केस में निरुद्ध होने के कारण कार्य नहीं कर रहा है तथा माधू जाट ठेकेदार का श्रमिक है । शेष श्रमिक प्रवीण शर्मा, रामकुमार गुर्जर, काना गुर्जर, नटवर सुवालका जो कि माइंस पर काम कर रहे हैं को स्किल्ड मान कर स्थाई किये जाने की मांग भी प्रार्थी यूनियन की जायज एवं वैधानिक प्रतीत होती है क्योंकि इस मांग के विरुद्ध अप्रार्थी की ओर से कोई ऐसे तथ्य नहीं रखे गये हैं जिनके कारण उक्त मांग को अवैधानिक व नाजायज माना जा सके । मांग सं.16 जिसमें कि घेवरिया माइंस में एच. एम. ऑपरेटर का कार्य करने वाले सभी श्रमिकों को समान वेतन दिये जाने की मांग रखी गयी है भी उक्त समान कार्य के लिए समान वेतन के सिद्धांत तहत वैधानिक एवं उक्त समझौतों के अनुरूप है । वैसे भी अप्रार्थी साक्षी डी डब.1 अमित कुलश्रेष्ठ द्वारा अपनी मुख्य परीक्षा की साक्ष्य के शपथ पत्र के मद सं.13 में उक्त पांचों मांगों को मानना दर्ज करवाया गया है जिससे यही तात्पर्य निकलता है कि उक्त मांगे माने जाने योग्य हैं तथा जिसको मानने में प्रबंधन को कोई एतराज नहीं रहा है ।

18. फलस्वरूप प्रार्थी का स्टेटमेंट ऑफ क्लेम उक्तानुसार स्वीकार किये जाते हुए उक्त विवाद का उत्तर उक्तानुसार ही दिया जाना न्यायसंगत है ।

आदेश

19. अतः एतद्वारा प्रार्थी का स्टेटमेंट ऑफ क्लेम उपरोक्तानुसार स्वीकार किया जाकर उक्त निर्देशित विवाद का उत्तर इस प्रकार से दिया जाता है कि प्रबंधन उदयपुर मिनरल सिंडीकेट प्राईवेट लिमिटेड भीलवाड़ा के द्वारा खनिज

धातु मजदूर संघ की मांग सं. 1, 3, 15, 16 को नहीं मानना उपरोक्तानुसार न्यायोचित तथा न्यायसंगत नहीं है तथा मांग सं.2 के पूरी हो जाने के कारण प्रार्थी यूनियन द्वारा उसे प्रेस नहीं किया गया है । फलस्वरूप अप्रार्थी संस्थान से उसके मौजूदा कर्मकार उक्त मांग पत्र की मांग सं. 1, 3, 15 व 16 लागू करवा उनके अनुसार परिणामिक परिलाभ प्राप्ति के अधिकारी है ।

एस. एन. टेलर, न्यायाधीश

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1859.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एर्नाकुलम, कोचीन के पंचाट (संदर्भ सं. 28/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/50/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1859.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 28/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam, Cochin as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/50/2010-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri.K. Sasidharan, B.Sc., LLB, Presiding Officer

(Thursday the 15th day of June, 2017/25th Jyaistha, 1939)

ID 28/2010

Workman	:	Shri Manoj V, S/o.Shri Velayudhan, Mattukkad House, Copalmanam PO, Palghat – 678702. By M/s. H. B. Shenoy Associates
Management	:	The Deputy General Manager, Union Bank of India, Nodal Regional Office, Ernakulam By Adv. Shri. K. S. Ajayagosh

This case coming up for final hearing on 17.05.2017 and this Tribunal-cum-Labour Court on 15.06.2017 passed the following:

AWARD

This is a reference under sub-section (1)(d) and (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947).

2. The dispute referred for adjudication before this Tribunal is:

“Whether the action of the management of Union Bank of India in not considering the candidature of Shri Manoj for regular appointment and the subsequent action in terminating him from its services without adhering to the provisions of the ID Act is fair and justifiable? What relief the workman is entitled to?”

3. After receipt of the reference Order No.L-12012/50/2010-IR(B-II) dated 07.10.2010, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear, submit pleadings and produce documents to substantiate their respective contentions. On receipt of the summons, the parties entered appearance through a counsel and submitted their pleadings.

4. The contentions in the claim statement filed by the workman in brief are as follows:

The workman – Shri. Manoj. V was employed as part-time sweeper at the Coyalmannam branch of the management bank ever since August, 1997. The workman was employed continuously and without any break in service from August, 1997. He was required to discharge the duties of regular and permanent peon and that of the part-time sweeper. At times he had discharged the duties of regular and permanent clerk. He was engaged against the regular and permanent vacancy of part-time sweeper. The management had not extended any privileges or benefits of a permanent part-time sweeper to the workman nor did they pay any benefits to the workman for his employment as a peon and a clerk. The management has allowed only the benefits and privileges much below the salary of a permanent part-time sweeper. They have not paid any remuneration to the workman for the services rendered by him as peon and as a clerk, stating that his services are not regularized. The management has not initiated any action to regularize the workman in service even after repeated requests made by him and the union.

5. The Manager of the Coyalmannam branch of the management bank orally terminated the services of the workman on 27.11.2005. The termination of his services by the management amounts to retrenchment. The management has not issued any notice or pay in lieu of notice preceding the retrenchment of the workman from service. The action of the management is illegal, unjust and unsustainable in law. It is clear violation of Paragraphs 522, 523 and 524 of the Sastry Award governing the workman and the management. Apart from this the persons employed much later to that of the workman are retained by the management in their service. The said action of the management is clear violation of Section 25G of the Industrial Disputes Act, 1947 and Paragraph 507 of the Sastry Award. Immediately after retrenching the workman, the management has appointed fresh hands in the place where the workman was employed. The said action by the management is clear violation of Section 25H of the Industrial Disputes Act, 1947 and Clause 20.12 of the First Bipartite Settlement dated 19.10.1966 and Paragraph 493 of the Sastry Award.

6. Despite the fact that the workman was engaged by the management against the permanent vacancy, all along, they were treating him as a temporary workman so as to deprive him of the status and privileges of a permanent workman. The management was in the habit of appointing temporary workman against regular and permanent vacancies so as to deprive the requests of those who are employed under them. The action of the management is clear violation of the statutory provisions and the terms and conditions in the Bipartite Settlement. It amounts to 'unfair labour practice' and it is prohibited under Section 25T of the Industrial Disputes Act, 1947 and it is violative of Clauses 20.7 and 20.8 of the First Bipartite Settlement and under Paragraphs 495 and 522 of the Sastry Award.

7. In fact the workman is not a temporary or casual workman. He is entitled to be regularized in service with effect from August, 1997. The action of the management in not regularizing the workman is clear violation of the statutory rules, regulations and various Clauses in the Bipartite Settlement and Paragraphs in the Sastry Award. The management has no right to terminate or discontinue the services of the workman at their whims and fancy. The continuance of the workman as "temporary or casual" by the management amounts to 'unfair labour practice' within the meaning of Section 2(ra) of the Industrial Disputes Act, 1947. So also it is clear violation of the instructions as per the Approach Papers issued by the Government of India, Ministry of Finance, New Delhi. Ever since the date of denial of employment by the management, the workman is unemployed and he is not having any source of income to meet his livelihood.

8. Therefore the workman has requested to pass an award:

- (a) declaring that the action of the management of the Union Bank of India, in not considering the candidature of the workman Shri. Manoj for regular appointment and the subsequent action in terminating his services without following the provisions of the Industrial Disputes Act, 1947 as unjust and unfair and
- (b) to declare that the workman Shri. Manoj is entitled to be reinstated in the services of the management – Union Bank of India as a permanent part time sweeper in their services with effect from August, 1997 and to pay full back wages; continuity of services and all other attendant benefits and to regularize him in their service and such other relief as this Tribunal may deem fit in the facts and circumstances of the case.

9. The contentions in the written statement filed by the management in brief are as follows:-

The management has denied all the averments in the claim statement except those that are specifically admitted. There is non-application of mind in framing the terms of reference and hence this reference is bad in law and not

maintainable. Shri. Manoj was never engaged by the management bank for doing any regular work. He was not a workman as defined under the Industrial Disputes Act. The management is a nationalized bank and a Government of India undertaking. It has to follow the policy and procedure for recruitment as also the directions issued by the Government of India from time to time for recruitment. The bank is bound to notify the vacancies as per the provisions of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959 for obtaining a list of sponsored candidates. Thereafter the bank has to follow the recruitment procedure, abide by the reservation norms and all other requirements as per the procedure.

10. Shri. V. Manoj is not a 'workman' as defined under the Industrial Disputes Act, 1947 and there is no 'industrial dispute' to be adjudicated as per this reference. The management has called upon the workman to prove all the averments in the claim statement. The contention of the workman that ever since August, 1997, he was employed continuously without any break in service and he was required to discharge the duties of a regular and permanent part-time sweeper and that of a regular and permanent peon and at times he was discharging the duties of a permanent clerk, is absolutely false and incorrect. He was never employed against any regular or permanent or sanctioned post. He is not entitled to get the service benefits of a regular staff. There was no appointment or termination of his service. So also there was no retrenchment of his service. He is not entitled to get any notice or pay in lieu of notice or compensation as envisaged under Section 25F of the Industrial Disputes Act, 1947. There was no violation of any of the provision in Paragraphs 493, 495, 507, 522, 523 and 524 of the Sastry Award or Section 25H of the Industrial Disputes Act, 1947. So also there is no violation of any of the Clauses in the First Bipartite Settlement. There was no unfair labour practice by the management.

11. The contention of the workman that he is entitled to protection as per the Clauses in the First Bipartite Settlement dated 19.10.1966 and also as per the Approach Paper and instructions issued by the Government of India, Ministry of Finance, is absolutely false. The contention of the workman that he had more than eight years of continuous service in the management bank is also false.

12. Shri. V. Manoj was never appointed/recruited by the management bank through a regular recruitment process in a sanctioned post by an authority competent to make such an appointment. Further in the beginning of August, 1997 he was only a school going student. His parents were running a tea shop by the side of the Coyalmannam branch of the bank. They used to supply tea and meals to the bank employees and as a result he used to visit the branch.

13. He was never engaged to do any regular work in the bank. The contention that he was engaged as temporary workman against the permanent vacancy in order to deprive his status and privileges, is absolutely false. In the absence of the regular part-time employee/sweeper, the then Manager used to engage Shri. V. Manoj for doing the miscellaneous work as and when exigencies warranted.

14. The contention of the workman that the management committed unfair labour practice in order to deprive his legitimate right, is absolutely false. The contention of the workman that the management violated Clause 20.12 of the First Bipartite Settlement dated 19.10.1966, is false and incorrect. The terms and conditions in the Settlement mentioned above are not applicable to the workman involved in this case.

15. The procedure for recruitment in a Government undertaking like the management bank is in accordance with the recruitment procedure. There was no retrenchment or a denial of employment to the workman as contended by him. The law on this aspect is settled by the Hon'ble Supreme Court in the decision reported in the Secretary, State of Karnataka and Others Vs. Uma Devi and Others. The contention of the workman that he is unemployed and without any income is absolutely false. He is now gainfully employed. The management has requested to uphold their contentions and reject the claim of the workman.

16. After filing written statement by the management the workman filed replication reiterating the contentions in the claim statement. He has requested to uphold his contentions and pass an award in accordance with his claim.

17. After affording sufficient opportunity to both the parties to take steps and for production of documents, the matter was posted for evidence. The workman tendered evidence as WW1. On behalf of the management MW1 was examined. No documents were marked on either side. Heard both sides.

18. The points arising for consideration are:

- “(i) Whether the workman Shri. V. Manoj was employed/ engaged as a part-time sweeper in the services of the management bank at their Coyalmannam branch? If so, is he entitled to continue as a regular and permanent part-time sweeper in the management bank?”**
- “(ii) Whether the workman Shri. V. Manoj was continuously employed/engaged as a part-time sweeper from August, 1997 in the Coyalmannam branch of the management bank? If so, is he entitled to get permanency in service in the management bank?”**

(iii) Whether the workman is entitled to get regular appointment as part-time sweeper in the management bank?”

19. **Point Nos.(i) to (iii) :** The workman involved in this reference Shri. V. Manoj has stated that ever since August, 1997 he was employed as a part-time sweeper in the services of the management bank at their Coyalmannam branch. He would further state that ever since August, 1997 he was discharging the duties as a regular and permanent part-time sweeper and also the duties of a permanent peon and at times he used to do the duties of a permanent clerk. He has stated that even though he was discharging the duties as aforesaid, the management failed to pay suitable remuneration for the work done by him as a peon and as a clerk. The workman has stated that while he was employed as aforesaid, on 27.11.2005, the Manager of the Coyalmannam branch of the management bank orally terminated his services and directed him not to enter inside the branch. It is stated that the termination of his service by the management amounts to retrenchment. He has stated that the management has not followed the rules and procedure before retrenching him from service. According to the workman the action of the management amounts to violation of Section 25F of the Industrial Disputes Act, 1947.

20. The workman has stated that the management has violated the stipulations in Paragraphs 493, 495, 507, 522 and 523 of the Sastry Award. It is stated that their action is clear violation of Clauses 20.07 and 20.8 of the First Bipartite Settlement. The workman has stated that the action of the management amounts to unfair labour practice. The workman has stated that he was employed against a regular and permanent vacancy. He has stated that he was continuously and without any interruption employed as such right from August, 1997 and hence he will come under the purview of permanent workman specified in the All India Awards and Bipartite Settlements prevalent in the banking industry. According to him he cannot be treated as a “temporary or casual” for the reason that he was employed continuously against the permanent vacancy of a part-time sweeper. Therefore the workman has requested to declare that the action of the management of the Union Bank of India in not considering his candidature for regular appointment and the subsequent action of terminating his services without following the procedure and provisions of the Industrial Disputes Act, 1947, as unfair; unjust and further to declare that he is entitled to be reinstated in the services of the Union Bank of India as a permanent part-time sweeper in the regular services and to pay all other attendant benefits as a permanent part-time sweeper with effect from August, 1997 and to grant such other relief incidental thereto.

21. The management has disputed the claim of the workman. They have stated that Shri. V. Manoj was never appointed by the management bank nor engaged by the bank for doing any regular work. He is not a “workman” as defined under the Industrial Disputes Act, 1947. The management is a nationalized bank and a Government of India undertaking. It has to follow the policy and procedure for recruitment as also the directions issued by the Government of India from time to time for recruitment. The management is bound to notify the vacancies in accordance with the provisions of the Employment Exchange (Compulsory Notification of Vacancies) Act, 1959, for the purpose of obtaining a list of candidates sponsored. Thereafter the bank has to follow the procedure for recruitment, abide by the reservation norms and all the procedures in accordance with the notification and guidelines issued by the Government of India from time to time in this behalf.

22. The management has called upon the workman to prove all the averments in the claim statement. The contention of the workman that ever since August, 1997, he was employed continuously and without any break in the services of the bank and he was required to discharge the duties as a regular and permanent part-time sweeper and also the duties of a permanent peon and at times he was discharging the duties of a permanent clerk etc., are denied by the management. They have stated that he was never employed/ engaged against any regular/permanent or sanctioned post. The contention that the management has violated the provisions of the Industrial Disputes Act, the stipulations in the Sastry Award and various Clauses in the First Bipartite Settlement, is denied by the management bank. The contention of the workman that ever since August, 1997 he was employed in the bank, is denied by them. It is stated that in the beginning of August, 1997 the workman was only a school boy. It is stated that his parents were running a petty tea shop near the Coyalmannam branch of the management bank. He used to supply tea and meals to the bank officials, for which he used to visit the branch. In the absence of the regular part-time sweeper, the then bank Manager used to engage Shri. V. Manoj for doing the cleaning work of the branch. Occasionally he was doing the work of loading and unloading of material shifted in and out of the branch. For doing such miscellaneous work the branch Managers used to pay amount to Shri. V. Manoj. It was not on the basis of any regular and permanent engagement to any sanctioned post or claiming permanency in employment. His services were utilized as and when exigencies warranted. The management has called upon the workman to prove his appointment as a permanent part-time sweeper against any sanctioned post.

23. While examined as WW1, the workman has stated that from the year 1994, his father was running a petty tea shop near the management bank. During that time he used to assist his father for supplying tea and snacks to the bank staff. He has further stated that from August, 1997 to November, 2005 he was employed as a part-time sweeper in the Union Bank of India. He would further state that the then Manager Shri. M. K. Sahadevan appointed him in the bank.

SASIDHARAN K., Presiding Officer

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIUBNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 12TH JUNE 2017**PRESENT : SHRI V. S. RAVI, Presiding Officer****C. R. NO. 134/2007****I Party**

Sh. S.D Thammaiah,
S/o Sannadurgappa,
Milagatta II Cross, Bovi Colony,
Durgammanakeri,
Shimoga – 577201

Represented by :
General Secretary, Mr. Rama Rao,
Dharwad District Bank Employees Association
No.9, Corporation Bld, Broadway, Hubli – 580020

II Party

The Assistant General Manager,
Syndicate Bank,
Head Office,
Manipal - 576104

(Represented by M/s Ramesh
Upadhyaya, Advocate)

AWARD

1. The Central Government vide Order No.L-12011/70/2007-IR(B-II) dated 18.09.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the order of compulsory retirement from service imposed on Shri. S.D. Thammaiah by the management of Syndicate Bank is legal and justified? If not, to what relief the workman is entitled?”

2. Brief details mentioned in the claim statement are as follows:-

- i) The I Party states that, on 11.04.1986, I Party joined the service of the II Party Management at its Shikaripura Branch and has served with the bank sincerely, honestly, diligently and continuously. Employee No. of I Party is 463645 and he has lastly worked in Tumari, Dist. Shimoga. The I Party has availed housing loan from Shikaripura Branch of II Party for construction of his house in 1998/1999. Due to family problems and financial problem and also, for the construction of the house, the wife of I Party has availed loan from Shiva Sahakari Bank Niyamitha, Shimoga and the same has been known to the branch manager Mr. N.R. Govinda, under whom the I Party has served. For the availing of loan of I Party's wife, from Shiva Sahakari Bank Niyamitha, the I Party has taken the Xerox Copies of the house property deeds and the I Party has submitted the Xerox Copies to Shiva Sahakari Bank Niyamitha, telling them that, he has availed the loan on his property from the II Party Bank and he has signed as a guarantor for the loan of his wife at Shiva Sahakari Bank Niyamitha. In the said background, the I Party has been issued with charge sheet No. CGS (W) 25/ZOU/RC/2003 dated 24.07.2003 alleging against him that, he has obtained loan from Shiva Sahakari Bank Niyamitha, by giving them certified copy of the title deeds of his property and registered equitable mortgage at Sub-Registrar Office, Shikaripur, without taking any prior permission from the II Party/Bank. It is alleged that, the I Party has filed affidavit by stating that, no other charge is created on his property and also, the I Party has availed additional loan of Rs. 80,000/- from II Party and rented the house for Rs. 2,000/-, without giving any information to the bank, and also suppressed his liability with Shiva Sahakari Bank Niyamitha, and tarnished the image of the bank by not repaying the loan to Shiva Sahakari Bank Niyamitha.
- ii) Further, enquiry has been ordered on the charges and the enquiry has been held. The bank concluded the said enquiry on the sole evidence of the Investigation Officer, who took the questions and answers dictated by him to the I Party under coercion (DQ21-MEX-14 in the enquiry). Further, the I Party has offered to sell the property to clear the II Party Bank loan. The enquiry proceedings show that, the enquiry is conducted on the Xerox Copies of several documents, without the production of any originals. The I Party has been victimised by collusion of the branch manager Sri Govinda with Shiva Sahakari Bank manager to punish the I Party. The Loan Documents of Shiva Sahakari Bank Niyamitha are produced in the enquiry. Further, the purpose of taking affidavit is to cover up the non production of EC by manager and to put the blame on the I Party and to victimize the I Party. Further, the I Party

submitted in the written arguments to the Enquiry Officer, that, the loan in Shiva Sahakari Bank is obtained by the wife of the I Party and the I Party has been taken as the guarantor, and there is no independent evidence other than investigating officer against the I Party. The Enquiry Officer in other place has stated that, the EC cannot be obtained. Hence, the report of Enquiry Officer is not based on records and is perverse on many counts.

- iii) Further, the I Party has closed the loan with II Party/Bank. But, the punishment has been converted into Compulsory Retirement of services by the Appellate Authority through his order dated 03.03.2005. Further, the I Party submits that, the issue of charge sheet, proceedings of enquiry, imposing punishment of CRS based on the charge sheet, are all based on wrong footings, biased, not in accordance with the principles on natural justice, excessive, and hence, illegal. The I Party has informed the customer about his difficulty and the customer has agreed to lend to the I Party and told the I Party to put Rs. 10,000/- in his withdrawal slip and the same has been filled by the I Party in the presence of the customer. Hence, the cashier has paid Rs. 10,000/- cash to Basavanagouda, before passing of the withdrawal slips. The I Party went down from the branch and Basavanagouda gave the I Party Rs. 5,000/- as hand loan. The I Party repaid the amount to the customer after, about a month. However, based on the said details, the II Party bank has suspended the I Party on 25.02.2004, and also, issued a charge sheet No. CGS (W) 3/ZOU/IRC/2003 dated 15.03.2004, stating that, the I Party has filled the withdrawal slip for Rs. 10,000/- though the customer requested to fill it for Rs. 5,000/- only, and collected the amount from the cashier, handed over to the customer and detained Rs. 5,000/- with him, stealthily.
- iv) Further, the I Party has obtained signature of the customer in the letter dated 15.10.2003 for withdrawing the complaint against him. MEX-11,12,13 show that, manager asked the head office to transfer the I Party as punishment. A letter is also taken as per MEX-9 on 13.01.2004 from MW-1. MEX-12, does not show that I Party has told the customer of his trouble, and also there is no proof of shouting at the customers. Further, I Party states that, the Enquiry Officer's report is not based on facts, but biased. The I Party has submitted several memorandums to the II Party/Bank, which have been duly recommended by the branch manager of Shikaripur and Tumari branches on 10.08.2005, 17.04.2006, 28.07.2006 and 30.08.2006, which show that, request made by the I Party are genuine and I Party is not a culprit. As the II Party has been adamant in extending justice to the I Party, the conciliation meeting has also ended in failure. Therefore, the I Party prays to pass an Award by declaring the Compulsory Retirement of Services of the I Party w.e.f 03.03.2005 as excessive, illegal, null and void.

3. Brief details mentioned in the counter statement are as follows:-

- i) The II Party states that, the II Party has issued 2 charge sheets to the I Party for certain gross misconduct and as the charges proved in the enquiry are serious/grave, he has been awarded the punishment of "Compulsory Retirement". The I Party has been issued with charge sheet dated 24.07.2003 for the reasons that he has availed Housing Loans from the Bank, being a borrower/employee, and handed over original title deeds of the property to the Bank and the said property has been taken as security under the Unregistered Equitable Mortgage with the declaration that he will not sell/alienate the property to others without prior permission of the Bank. Further, the I Party has availed a loan of Rs. 1,00,000 from Shiva Sahakari Bank Niyamitha, Shikaripura along with his wife by suppressing the fact of his handing over the original title deeds to II Party/Syndicate Bank. Based on the information/declaration given by him to the said bank that the original title deeds are lost, they have created the Registered Equitable Mortgage at the Sub-Registrar's office to secure their dues based on the certified Xerox copy of the title deeds furnished by I Party, though the said property has been already taken as security and mortgaged under the Unregistered Equitable Mortgage to Syndicate Bank in respect of his Housing Loans. Further, the loan has been sanctioned to him on 04.01.2001 at Shiva Sahakari Bank Niyamitha, Shikaripura, and he has declared in his affidavit dated 30.12.2002 that he has not voluntarily created any charge over the said property in favour of any individual or institution as a security for any loan by way of Equitable Mortgage by depositing his title deeds or registered mortgage or by any other means and thereby deliberately suppressed the information of his availing loan at Shiva Sahakari Bank Niyamitha, Shikaripura and also submitted the false affidavit.
- ii) Further, it has been decided to get the matter departmentally enquired and Enquiry Officer has been appointed vide letter dated 08.09.2003 to conduct enquiry and to submit the report/finding. Thereafter, the Enquiry Officer has submitted his findings dated 09.08.2004 wherein he has come to the conclusion that the I Party has committed the misconduct, based upon the oral and documentary evidences adduced in the enquiry. Further, considering the gravity and seriousness of the charge proved against the I Party, the Disciplinary Authority proposed the punishment of "Dismissal" and gave him a personal hearing on 22.11.2004. Having regard to the seriousness and gravity of the charge proved in the enquiry,

Disciplinary Authority awarded the punishment of “Dismissal from the services of the Bank” vide proceedings dated 09.12.2004 to I Party and subsequently the I Party preferred an appeal against the said orders and the Appellate Authority vide proceedings dated 26.02.2005 modified the punishment to “Compulsory Retirement”.

- iii) Further, the I Party has also been issued with another charge sheet dated 15.03.2004 for the reason that on 20.08.2003 at the request of Sri M. Basavanagouda, customer of Shikaripura Branch, the I Party has written the amount as Rs. 10,000/- on the withdrawal slip as against the customer's request for Rs. 5,000/- and before that, obtained customer's signature on blank withdrawal slip, thereafter filled the same for Rs. 10,000/- and also, obtained token, and received cash of Rs. 10,000/- from the cashier (on customer's behalf) but handed over only Rs. 5,000/- to the customer which he wanted to withdraw on that day and kept the balance amount of Rs. 5,000/- with him, stealthily. The customer lodged the complaint dated 17.09.2003 to the Bank. The customer informed the Vigilance Officer about his earlier complaint and the subsequent withdrawal of the complaint which has been done at the behest of I Party and he reiterated that he wanted to withdraw Rs. 5,000/- only on that day and the I Party took his signature on the blank withdrawal slip, filled the same for Rs. 10,000/- collected the cash from the cashier and gave him Rs. 5,000/-. The customer subsequently informed that the I Party has paid the amount of Rs. 5,000/- to him. Further, the I Party attended the enquiry along with his Defence Representative, Sri. M. Ananthakrishna, Secretary of the Union. During the enquiry, the management has examined 3 witnesses including the said customer, Sri M. Basavanagouda and relied upon 20 documents to sustain the charges levelled against the I Party.
- iv) The Enquiry Officer has examined the oral and documentary evidence adduced in the enquiry, then, the Enquiry Officer came to the conclusion vide his findings dated 28.08.2004 that the charges levelled against the I Party are proved in the enquiry. Considering the gravity and seriousness of the charges proved in the enquiry, punishment of “Dismissal” has been proposed and he has been given a personal hearing on 22.11.2004 regarding the proposed punishment. The Appellate Authority vide proceedings dated 26.02.2005 modified the punishment to “Compulsory Retirement”. As the charges proved against him are grave and serious, the Bank cannot keep him in its employment and the punishment awarded is proportionate to the charges proved against him. Further, by handing over certified Xerox copy of title deed to Shiva Sahakari Bank and declaring that the original title deed has been lost, he gave the false declaration to them, though he has already handed over original title deed to Syndicate Bank as a security in respect of Housing Loans availed by him. Appellate Authority's order shows that the Bank has lost its confidence on the I Party. Further, excellence is not achieved except with a deep sense of commitment to work and discipline. Loyalty to work and discipline among the employees of the II Party are two important factors for the existence of the II Party/Bank. The II Party has imposed proper punishment for the concerned workman/I Party for the grave misconduct committed by him.

4. The crucial point that arises for consideration in the present matter is:-

“Whether the order of compulsory retirement from service with retirement benefits, imposed on Shri. S.D. Thammaiah/workman by the management of Syndicate Bank is legal and justified? To what relief the workman is entitled?”

5. Analysis, Discussion Findings with regard to the above mentioned point:-

The I Party has filed affidavit dated 17.09.2014 solemnly affirmed before the notary public. In that, the workman has categorically admitted that he has availed Housing Loan from the II Party for the construction of his house in the year 1998/99 against the security of depositing the title deeds of his property and also signed in all loan papers, including the papers, for creating mortgage/lien on his property. Further, I Party himself admitted in the said affidavit that his wife availed loan from Shiva Sahakari Bank Niyamitha, Shimoga, and for the said loan he has given the Xerox copies of title deed to Shiva Sahakari Bank and he has signed as the guarantor for the loan of his wife at Shiva Sahakari Bank. Hence, as a guarantor the workman is also liable to pay amount due to the Shiva Sahakari Bank Niyamitha. Further, I Party has admitted that his wife got the loan based upon the Xerox copy of title deeds submitted to Shiva Sahakari Bank and also, on his guarantee. Furthermore, the I Party has not established that the said loan details are known to the Branch Manager Mr. N.R. Govinda under whom he has worked. Further, I Party has stated in the affidavit that he has given the Xerox copy of title deed to Shiva Sahakari Bank Niyamitha, after informing them that he has availed loan for his property from the Syndicate Bank. However, as per Ex W-7, document submitted for obtaining loan from Shiva Sahakari Bank for the said property dated 12.12.2000, the I Party has stated that there is no mortgage on the said landed property of I Party. However on 17.08.1998 itself, the II Party/Syndicate Bank has sanctioned loan of Rs. 2 lakhs as housing loan for I Party for construction of house in the landed property in the name of I Party. On that ground it is seen that I Party has suppressed the material facts that he has already availed housing loan from the II

Party at the time of applying for loan from Shiva Sahakari Bank through his wife and also I Party has also given the guarantee on the same property for Rs. 1 lakhs taken as a loan from Shiva Sahakari Bank Niyamitha, on 12.12.2000. Again at the time of availing additional loan of Rs. 80,000/- on 20.08.2001 the I Party has filed an affidavit dated 30.12.2002 signed before the notary public and marked as Ex MEX-10. In the said affidavit also the I Party has stated that he has not voluntarily created any charge of said property in favour of any individual or institution as a security for any loan by way of Equitable Mortgage by depositing his title deeds or registered mortgage or any other means. Hence, it is clear that, the I Party has deliberately suppressed the material information of the availing loan at Shiva Sahakari Bank, Shikaripura by giving security of the said property, and also, submitted, the said false affidavit to the II Party.

6. Further, it is seen that the I Party as a guarantor has mortgaged the same property to avail the loan along with his wife for Rs. 1 lakhs on 12.12.2000 with the Shiva Sahakari Bank. In the above mentioned circumstances, also it is seen that the I Party has committed the misconduct of suppressing the material facts at the time of availing loan with Shiva Sahakari Bank Niyamitha, and also at the time of filing the above said affidavit dated 30.12.2002. Further, as per Ex W-6 loan repayment certificate, the Shiva Sahakari Bank, Manager has certified that the wife of I Party has repaid the loan taken on 04.01.2001 with interest on 01.09.2004 and in fact, the I Party has given the guarantee and mortgage of his property for the said loan amount. On that basis also it is seen that, the I Party has suppressed the material facts of obtaining loan earlier with II Party/Bank. Further, a statement made by the I Party to the effect that I Party has been victimized by collusion of Branch Manager Mr. N.R. Govind with Shiva Sahakari Bank Niyamitha, to punish the I Party. However, the said statement has not been established by I Party in an acceptable manner. Further, I Party has admitted that, he has not stated before the Disciplinary Authority regarding his grievance. Further, I Party has categorically admitted that there is no personal enmity between him and the Enquiry Officer. Further, it is seen that based upon the material facts and records, the Enquiry Officer has held that the charge made against the I Party regarding the suppression of material facts at the time of applying for loan from Shiva Sahakari Bank Niyamitha, and also, giving guarantee and mortgage of the same property, have been proved. Further, it is seen that the I Party has created the 2 charges on the same property, that too, at the time of working as a II Party/Bank employee, and hence, it is a clear case of misconduct. Further, it is clearly established by the II Party that the I Party has acted by hiding the real facts of mortgaging the Original title deeds with the II Party and the I Party, having stood as a guarantor for the loan obtained by his wife from the Shiva Sahakari Bank Niyamitha, cannot escape his liability, by putting the blame on his wife.

7. Further, it is admitted by the I Party that he has verified the copies with the Original and also, satisfied about their genuineness and the same is recorded in the enquiry proceedings dated 10.06.2004 and the I Party has also signed in the said proceedings. Further, the I Party has not disputed the fact that he approached the other bank namely Shiva Sahakari Bank Niyamitha, by producing the copies of original documents, mortgaged with the II Party/Bank to avail the loan. Further, the guarantor or borrower do not constitute separate entity, and both are jointly and severally liable. Further, I Party, who has served as an employee of the II Party/Bank, is well versed with the details and in order to escape from the said misconduct, he is making untenable submissions. Further, the action of I Party, in supplying the copies of the documents to Shiva Sahakari Bank Niyamitha, after already depositing the original documents in the custody of II Party, will clearly establish the misconduct, and the findings of the Enquiry Officer and the Disciplinary Authority are also just and proper.

8. Further, regarding the another Charge, in the affidavit the I Party has admitted that on 20.08.2003 Basavanagouda a villager and customer of the bank came to the Branch and requested the I Party to give him a withdrawal slip and the said customer informed the I Party that he requires Rs. 5,000/- and I Party requested the customer to give Rs. 5,000/- as the hand loan and the customer agreed to lend the said money to I Party and directed the I Party to withdraw the money and thereafter, the I Party has written Rs. 10,000/- in the withdrawal slip in the presence of the customer. Thereafter, the I Party went to the cashier and also represented that the customer requires the cash urgently and also the cheque is under process of passing and requested the cashier to pay the amount against the withdrawal slip and the cashier paid Rs. 10,000/- to Basavanagouda before passing of the withdrawal slip and Basavanagouda gave the I Party Rs. 5,000/- as the hand loan. In such circumstance only, the II Party has rightly pointed out that I Party has not been entrusted with the duties of filling up the withdrawal slip for the customers and only after the customer gave complaint to the bank about the balance appearing in his Pass Book, the I Party has made the repayment of Rs. 5,000/- to the customer. Further, it has been rightly pointed out by the II Party that, if the said customer is closely known to I Party, then, there is no need for the customer to give the complaint against the I Party.

9. Further, as an afterthought and also in order to save the interest of I Party, on 22.04.2004, the I Party obtained the letter from Basavanagouda to the effect that he gave loan to I Party on 20.07.2003 of an amount Rs. 5,000/- and he returned it on 15.10.2003 and he has written something wrong, earlier, due to illiteracy. Certainly, this sort of explanation made on behalf of the I Party cannot be accepted because the illiterate customer, would not write something wrong about the misconduct committed by the I Party. Further, on 20.11.2003 itself, the Branch Manager

has written to the Regional Manager by complaining that I Party used to borrow money from the depositors of II Party/Bank and he never repays and already, he has given direction, not to borrow money from the customers, and hence, requested to shift the I Party to any other branch, at the earliest. Again on 09.12.2003, the Branch Manager once again stated that, two complaints have been received from the customers against the I Party and I Party used to borrow money from customers, and hence, requested to shift the I Party to any other branch at the earliest. Further, after initiation of the action against the I Party by II Party, the I Party has obtained the signature of the customer to withdraw his complaint dated 17.09.2003 by another letter dated 15.10.2003. Further, the act of receiving money from the customers of the II Party/Bank and terming it as the hand loan, when customer gives a complaint, clearly establishes the I Party has acted against the interest of the II Party/Bank. Further, on perusal of the Enquiry Officer's report and the materials on record, it is found that Enquiry Officer has considered the evidences of witnesses and documents filed on behalf of II Party namely, Ex M-1 to Ex M-20 and also the defence witness and also documents of defence side, namely, 1 to 8 and analysed the details by taking into consideration, the charge, about evidence on record, cross-examination of the witnesses, analysis of evidence and also framed the issues and independently and individually considered the issues and ultimately, came to the conclusion that gross misconduct of "Doing act prejudicial to the interest of the Bank" levelled against the I Party has been proved/established, after thoroughly examining the materials on records in the detailed report consisting of 28 pages. The II Party has also clearly admitted that there is no personal enmity between I Party and Enquiry Officer. Further, I Party is only making bald statement of perversity of the finding and bias, which cannot be accepted.

10. Further, it is seen that on the careful analysis of documents along with the statements of witnesses the charges are proved against the I Party as per the principles of preponderance of probability. Hence, the conclusion of Enquiry Officer in holding the I Party guilty of charge is just and proper. Further, there is no perversity in the findings of the Enquiry Officer. Further, the materials available on records have established that I Party has committed the misconduct as per the principles of preponderance of probability. Further, it is seen that I Party has been imposed with proper punishment, for the misconduct committed by him and the punishment of Compulsory Retirement from Bank with immediate effect with superannuation benefit has been imposed as per the law and also without the disqualification for future employment. Further, it is seen that punishment imposed on I Party, is proportionate to the gravity of misconduct committed by him. Further, it is seen that Enquiry Officer's proceedings are justified on the materials available on record. Further, in the citation reported in AIR 1988 Supreme Court 2311 of Allahabad in Civil Appeal No. 10773/1996, dated 07.04.1998, (Before Mrs. Justice Sujata V. Manohar, Mr. Justice Kurdukar and Mr. Justice D.P. Wadhwa), in the case of Union Bank of India Vs Vishwa Mohan, it is held as follows:- "It needs to be emphasised that in the banking business absolute devotion, diligence, integrity and honesty needs to be preserved by every bank employee and in particular the bank officer. If this is not observed, the confidence of the public/depositors would be impaired." Further, The Hon'ble Supreme Court of India in Civil Appeal No. 1720/2002, dated 27.09.2004, (Before Mr. Justice N. Santhosh Hegde and Mr. Justice S.B. Sinha), in the case of Divisional Controller, KSRTC (NWKRTC) Vs A.T. Mane, it is held as follows:- "It is also held that in such cases there is no place for generosity or misplaced sympathy on the part of the judicial fora and thereby interfere with the quantum of punishment." In the present case also, it is seen that proportionate punishment of Compulsory Retirement with retirement benefit has been imposed by the II Party in accordance with law.

11. Further, in judgment reported in AIR 1976 Supreme Court, in Civil Appeal No. 835/1975, dated 10.10.1975, (Before Mr. Justice A. Alagiriswami, Mr. Justice P.K. Goswami and Mr. Justice N.L. Untwalia), in the case of M/s Bharat Iron Works, Vs Bhagubhai Balubhai Patel and others, it is held as follows:- "Ordinarily a person is victimised, if he is made a victim or a scape-goat and is subjected to persecution, prosecution or punishment for no real fault or guilt of his own, in the manner, in which it were, of a sacrificial victim. Victimisation is a serious charge by an employee against an employer, and, therefore, it must be properly and adequately pleaded giving all particulars upon which the charge is based to enable the employer to fully meet them. The onus of establishing a plea of victimisation will be upon the person pleading it. Mere allegations, vague suggestions and insinuations are not enough." Also in the judgment reported in AIR 1968-S C-266-Central Bank of India Vs Karunamoy Banarjee, it is held as follows:- "When once workman himself admitted the guilt, there will be nothing more for management to enquire – No violation of rules of natural justice – order of labour court is erroneous and appeal allowed." In the present case also, based upon the material records, the Regional Manager has passed the order for dismissal from service by order dated 09.12.2004. However, the Appellate Authority has modified the punishment from dismissal to "Compulsory Retirement" with retirement benefits and also without the disqualification for future employment.

12. Further, it is seen that, the order of Compulsory Retirement with pension and other benefits has been passed by following the due process of law by the II Party. It is evident that the I Party has been Compulsory Retired by the order of the Appellate Authority which has been passed, pursuant to the above mentioned proven acts of misconduct. Further, it is totally incorrect to state that the Enquiry Officer has not considered the issues raised by the I Party. It is seen that the enquiry officer has conducted the enquiry in accordance with the principles of natural justice and the Appellate Authority after examining all relevant aspects of the enquiry and representation from the I Party and also,

after the due application of mind, has modified the punishment, from dismissal to the Compulsory Retirement with pension and other benefits for I Party. It is relevant to point out that the Compulsory Retirement order with pension and other benefits has been passed strictly in accordance with the process of law. The Disciplinary Authority has passed the said order after considering the Enquiry Report of Enquiry Officer who in his report held that, the I Party is guilty of the charges levelled against him. However, taking into consideration all the relevant facts/records, including the reply of I Party by the order, the Appellate Authority while concurring with the findings of Disciplinary Authority, has modified the punishment as Compulsory Retirement, in the appeal dated 01.01.2005 filed by I Party.

13. Further, the above mentioned practice adopted by the I Party, goes to the root of the case of misconduct committed by the I Party and the said practice is very unhealthy for the interest of the Nationalised Bank like II Party. In the present case, there are no sufficient materials to interfere with the punishment imposed by the II Party and no ground made out to invoke the provision of the Sec 11(A) of the Industrial Dispute Act. For the above mentioned reasons, this Tribunal is of the considered opinion that the said misconducts committed by the I Party are proved as per the principles of preponderance of probability and the findings of the Enquiry Officer is fair and proper and there is no perversity in the findings of the Enquiry Officer. Therefore, in conclusion, this Tribunal is of the considered opinion, the allegation made as against the I Party, by the II Party are proved, on the basis of material records and also, as per the principles of preponderance of probability. Further, on the perusal of material records, this Tribunal finds that, there are no extenuating circumstance to take any lenient view for the said misconduct proved against the I Party and also the charges are very serious and deserves no consideration and leniency, at all. If the said misconducts are not taken into consideration for imposing the above mentioned punishment of compulsory retirement with superannuation benefits, it would be a serious concern for the interest of Nationalised Bank like II Party. Hence, after considering the material on records and facts and circumstances of the present case, this Tribunal comes to the conclusion that, I Party is not a fit person to be retained in the service of II Party and hence the above mentioned, punishment is rightly imposed by Appellate Authority of the II and the said order is justified, and thus, the point is answered, in favour of II Party herein. Hence, the following award is passed:-

AWARD

The II Party/Management is justified in ordering Compulsory Retirement from service with superannuation benefits of I party/Shri. S.D. Thammaiah, as the misconduct proved against the I Party are very serious and deserves no consideration and leniency, at all and the said punishment is rightly imposed by Appellate Authority of the II Party and the said order is legal and also, justified. Thus, the award is passed, in favour of II Party herein.

Dictated, transcribed, corrected and signed by me on 12th June, 2017)

V. S. RAVI, Presiding Officer

List of Witness on the side of I Party:

WW 1	Sh. S.D. Thammaiah, I Party/workman (V)
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नई दिल्ली, 8 अगस्त, 2017

का.आ. 1861.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 57/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1861.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 08.08.2017.

[No. L-39025/01/2010-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present :** Sri Muralidhar Pradhan, Presiding OfficerDated : the 22nd day of June, 2017**INDUSTRIAL DISPUTE L.C. No. 57/2009****Between :**

Sri S. Pedda Reddy,
S/o S. Raghavendra Rao,
R/o 201, Narayana Residency,
Madhura Nagar,
Thirupathi – 517510

...Petitioner

AND

1. The Chairman & Managing Director,
Canara Bank, Personal Wing,
Head Office, 112, J.C. Road,
Bangalore – 560 002.
2. The Deputy General Manager,
Canara Bank Opp. Old MLA Quarters,
Himayatnagar,
Hyderabad – 500 029.
3. The Manager,
Canara Bank,
H, Kaiarawadi Branch,
Thirupathi, Chittoor District

...Respondents

Appearances :

For the Petitioner : M/s. G. Vidya Sagar, K. Udaya Sri & P. Sudheer Rao, Advocates

For the Respondent : Sri V. Krishnudu, Advocate

AWARD

This is a petition filed by the petitioner directly invoking Sec.2 A (2) of the I.D. Act, 1947 who has been an employee of the Canara Bank seeking for declaring the action on the part of respondents in imposing major punishment of dismissing the Petitioner from service vide proceedings dated 13.1.1996 as illegal and arbitrary consequently, directing the respondents to reinstate the Petitioner into service with continuity of service, with full back wages and all other attendant benefits.

2. The averments made in the petition in brief are as follows:

The Petitioner joined the service of the respondent as Clerk Cum Cashier on 24.5.1980 at Parvathipuram Branch Vijayanagaram and worked in various branches of the said bank. Subsequently he was transferred to Divisional Office, Kurnool in the month of August, 1983. There he worked in various branches of the Respondents' bank and discharging duties to the satisfaction of his superiors. While he was working as a clerk at H. Khairawadi branch the respondents' bank issued proceedings dated 18.3.1994 as per Regulation 12(i) of chapter XI of the Canara Bank Service Code suspending the Petitioner from service alleging that he committed misconduct. The allegations made against him in the said order are false and incorrect. The Petitioner has not committed any misconduct. Thereafter the respondent bank issued charge sheet dated 4.5.1994 alleging that Petitioner misappropriated funds of the said bank during the period from 1992 to 1994 on different dates. The said allegations are false and incorrect. On receiving the said charge sheet the Petitioner submitted detailed explanation, on 5.5.1994 denying the truth of the allegations levelled against him. Again the respondent bank issued another charge sheet dated 4.8.1994 extracting the same set of charges as mentioned in charge sheet dated 4.5.1994 on receiving the same the Petitioner submitted detailed explanation denying the charges. The alleged irregularities were brought to the notice of the Petitioner 1½ years later and the said fact has also been mentioned in the said explanation. The Petitioner was under suspension for more than 20 months. He was not even paid subsistence allowance though the respondent bank is liable to pay the same and in spite of

repeated representations on the part of the Petitioner it was not given to him. The said action of the Respondent is illegal, arbitrary and unjust. The Petitioner was under the impression that after receiving his explanation the Respondents would drop the charges, but he came to know that an enquiry was ordered to be conducted to the alleged charges. During the enquiry 6 witnesses of staff cadre and 26 bank customers were examined as Management witnesses and more than 250 documents were marked, but those documents were not furnished to the Petitioner at the time of marking in the enquiry. The enquiry officer has submitted his ex-parte enquiry report to the Disciplinary Authority. The Petitioner requested the enquiry officer to furnish the said documents. In spite of it those were not supplied to him. Conducting such ex-parte enquiry is in violation of the principles of natural justice. It is liable to be vitiated. Those incidents took place while the Petitioner was working in the branch where the Branch Manager and concerned officers also verified the instruments and endorsed, that the instruments were valid and correct. The Petitioner was thus proceeded with further transactions. Without considering the facts and circumstances of his case the enquiry officer submitted his report stating that the charges were held to be proved against the Petitioner though there was no evidence before the enquiry officer to show that the Petitioner committed irregularities as alleged by the respondent bank, hence, the findings of the enquiry officer are perverse, biased and are liable to be vitiated. The Petitioner was not given any opportunity to offer the comments on the enquiry report. He was not issued any show cause notice regarding the proposal of punishment to be imposed. Straight away the respondent bank issued dismissal order dated 13.1.1996 dismissing the Petitioner from service. Hence, the action on the part of the said bank is illegal arbitrary and unjust. No valid reasons are assigned in the dismissal order. Being aggrieved by the orders of the Disciplinary Authority dated 13.1.1996 the Petitioner preferred an appeal to the Chairman and Managing Director of the respondent bank explaining the facts and circumstances and requesting for reconsidering his case. But the Appellate Authority rejected the claim of the Petitioner without assigning any reason vide proceedings dated 10.3.2007. The said order is also illegal, arbitrary and unjust. Criminal cases were booked against the Petitioner vide C.C. No.51 of 1998, 52 of 1998 and 53 of 1998 on the file of the Judicial Magistrate, 1st class of Pattikonda. After full fledged trial, the Petitioner who faced charges under Sec. 409, 420 and 477 – A of IPC in the said cases has been found not guilty of his offences and he was acquitted by the court in C.C.51/98 and 52/98. Thereafter the Petitioner made a representation to the respondent bank on 12.6.2006 enclosing copy of the judgement dated 20.2.2006. But the respondent has not taken any steps in this regard. The dismissal of the Petitioner from service is the punishment which is grossly disproportionate to the gravity of the charges. It is a major penalty. The past service of the Petitioner was not taken into consideration. The present case squarely falls under the case of Jagadamba Prasad Shukla Vs. State of U.P. and others. 2000(7) SCC page 90 and Andhra Bank vs. W.T. Seshachalam 2004(2) SCC 287. the Petitioner was unable to secure alternate employment subsequent to his dismissal from service by the respondent. Consequently he is facing severe financial problems his entire family is depending upon him. With the above averments the Petitioner submitted to direct the Respondent management to reinstate him into service with continuity of service, full back wages and all other attendant benefits, under the circumstances of the case and in the interest of justice.

3. **2nd respondent alone filed counter in this case with the averments in brief as follows:**

The Respondent No.2 in his counter while denying the facts averred in the claim petition, has specifically challenged the maintainability of the case, stating that the case is not maintainable. This petition is filed with false concocted, baseless and untenable allegations basing on false fabricated and forged documents to harass the respondents and to have wrongful gain. The relief sought for is belated and hopelessly time barred. The enquiry was conducted in the year 1994 and the impugned order was passed in the year 1996. Admittedly, several notices were issued to the Petitioner at the time of conducting domestic enquiry in respect of the charges leveled against him. After the enquiry report was submitted by the enquiry officer, the findings of the enquiry were forwarded to the Petitioner for making his submissions, but he has not made any submissions. Pursuance to the enquiry report the Disciplinary Authority of the bank has proposed for dismissal of the Petitioner in view of the gravity of the misconduct of the Petitioner and a personal hearing was given to the Petitioner on the proposed punishment on 18.12.1995. The Petitioner personally appeared before the Disciplinary Authority and pleaded for lesser punishment, and signed in the proceedings on that day. Subsequently, the impugned order was passed by the Disciplinary Authority and it was sent to the Petitioner to his last known addresses. The Petitioner challenged the same by preferring an appeal and the Appellate Authority confirmed the dismissal order passed by the Disciplinary Authority. The Petitioner failed to challenge the said order for 14 years and after waiting for a such long period he preferred this dispute now, by fabricating certain documents and without explaining the abnormal delay. Such a petition can not be entertained. The dispute raised by the Petitioner is not within the purview of Industrial Disputes Act, 1947. The Petitioner was terminated for loss of confidence as he brought disrepute to the bank by diverting the amounts deposited by the customers for his personal use. There is no unfair labour practice on the part of the bank. By following the principles of natural justice and after giving ample opportunity to the Petitioner and conducting domestic enquiry considering the gravity of the charges and evidence on record and also after hearing the Petitioner regarding the punishment the dismissal order was passed. There is neither illegality nor irregularity in passing the said order. The Petitioner while working at H. Khairawadi branch of the respondent bank from 7.4.1988 as a clerk, he failed to account for the amounts received by him from the customers of the branch for credit of their accounts. But the Petitioner issued counter foils and made entries of such

amounts in the pass books of the customers. By adopting the said modus operandi he misappropriated huge amounts during the period from 1992 to 1994. On complaints from the customers, the bank got investigated the matter through its officials and came to know that the Petitioner has misappropriated the amounts of the customers/bank. The Petitioner addressed a letter dated 17.6.1993 to the then Branch Manager of the bank confessing various incidents of fraud and irregularities committed by him. The bank issued charge sheet dated 4.5.1994 to the Petitioner. But he failed to give any reply. Then, an enquiry officer was appointed to conduct the enquiry and a Presenting Officer was also appointed to present the case of the Management. In spite of service of notice issued by the enquiry officer the Petitioner failed to attend the enquiry proceedings. Therefore, the enquiry was conducted ex-parte. After following the procedure required to be followed under law. On completion of enquiry the Presenting Officer forwarded the written brief to the last available address of the Petitioner. It was returned with a remark that no such house number. During enquiry apart from the officials of the bank, who investigated into the matter several customers were also examined. They all deposed that they remitted the amount along with the pay in slips for crediting in their SB Accounts. The Petitioner issued counter foils having received the said cash affixing cash received seal of the branch and also made necessary entries in the pass books of the customers. However, the amounts remitted by the customers were not credited in to the books of the bank. The enquiry officer has given several opportunities to the Petitioner, but he remained absent, during the enquiry. The Petitioner requested for adjournment of the enquiry on several occasions but he never attended the enquiry. During the personal hearing on 18.1.95 the Petitioner never raised any objection regarding the enquiry. Apart from the charge sheet dated 4.5.94, three more charge sheets were also issued against him, out of them two were dated 4.8.94 and other is dated 16.8.94. These charge sheets are pertaining to manipulation, fabrication and destruction of books of records, ledger sheets etc., to cover up his fraudulent actions and misappropriation of amounts on the part of the Petitioner. But since, the punishment of dismissal was imposed in respect of charge sheet dated 4.5.94 under the provisions contained in service code the bank has not proceeded further in respect of the other three charge sheets and those were kept in abeyance by reserving a right to proceed further at a later stage if needed. Due to the misdeeds of the Petitioner and fraud committed by him to the accounts of the customers, the bank sustained huge financial loss. The contention of the Petitioner that he was not paid subsistence allowance during his suspension period is not correct. The eligible subsistence allowance was credited to his SB account maintained by the branch. Having requested for adjournments, the Petitioner intentionally and deliberately failed to attend the enquiry and 15 years after the proceedings, he is claiming that ex-parte enquiry proceeding were conducted. He deliberately chosen not to attend the enquiry despite of receiving notice and having knowledge about the enquiry. He can not question the validity of the enquiry. There is no violation of the principles of natural justice on the part of the respondents. After rejection of the appeal, the Petitioner never made the representations. The criminal cases were ended in acquittal by the court by giving benefit of doubt to the accused mainly on the ground that the fraud and misappropriation came to light, and the matter was investigated by the bank in the year 1996 but there is 3 years delay in lodging the complaint is not explained and further the complainant did not come to the witness box and did not give his evidence. The acquittal of the Petitioner is not a clean acquittal. Because benefit of doubt is given in criminal case, the termination proceedings will not be effected. Criminal case got nothing to do with the departmental enquiry proceedings. The contention of the Petitioner that the punishment awarded is disproportionate to the gravity of the charges is incorrect. Due to the acts of the Petitioner the Respondent bank suffered substantially. The respondent bank has to protect the interests of his customers and also has to preserve their confidence in the bank. The proven fraudulent actions on the part of the Petitioner have harmed the reputation of the bank substantially. There is no cause of action in favour of the Petitioner to file the above case before this Tribunal. With these averments the Respondent No.2 submitted that the Petitioner is not entitled to claim any relief from this court as against the Respondents and the petition is liable to be dismissed.

4. The domestic enquiry conducted in this is held as legal and valid vide order dated 8.8.2013.

5. Both the parties have advanced arguments in support of their claim.

6. **The points arise for consideration are:**

I. Whether the action of the management of Canarara Bank in dismissing the Petitioner Sri S. Pedda Reddy from service is legal and justified?

II. If not, to what relief he is entitled for ?

7. The Learned Counsel for the Petitioner submitted that the Petitioner joined the service of the respondent as a Clerk Cum Cashier on 24.5.1980 at Parvathipuram Branch Vijayanagaram. Subsequently he was transferred to Divisional Office, Kurnool in the month of August, 1983. There he worked in various branches of the Respondent bank and discharging duties to the satisfaction of his superiors. While discharging duties as a clerk at H. Khairawadi branch the respondent bank issued with proceedings dated 18.3.1994 as per Regulation 12(i) of chapter XI of the Canara Bank Service Code suspending the Petitioner from service on the allegation that he has committed misconduct.

He contended that the allegations made against the Petitioner are false. Thereafter the respondent bank issued charge sheet dated 4.5.1994 alleging that the Petitioner misappropriated funds of the said bank during the period from 1992 to 1994 on different dates. The charges made against the Petitioner are false and incorrect. The Petitioner submitted detailed explanation, on 5.5.1994 denying the charges levelled against him. Again the respondent bank issued another charge sheet dated 4.8.1994 extracting the same set of charges as mentioned in charge sheet dated 4.5.1994. The Petitioner also submitted explanation to the said charge sheet denying the charges. It is also submitted that the Respondent has issued proceedings suspending the Petitioner from service on 4.5.1994. The Petitioner was under suspension for more than 20 months. The Respondent bank has to pay subsistence allowance to the delinquent employee during the suspension period but the Respondent bank has not paid any suspension allowance during the period of more than 20 months. The Petitioner made several representations to the Respondent bank from time to time with regard to payment of subsistence allowance but the Respondent bank did not take any step for payment of subsistence allowance. The Petitioner was expecting that charges will be dropped basing on his explanation. But the Respondent bank conducted an enquiry into the alleged charges. During the enquiry the Respondent management examined witnesses like, MW1 to MW6 of staff cadre and 26 bank customers were also examined as Management witnesses and more than 250 documents were marked, but those documents were not furnished to the Petitioner at the time of marking in the enquiry. The enquiry officer has submitted his ex-parte enquiry report to the Disciplinary Authority. The Petitioner requested the enquiry officer to furnish the documents which were marked during the course of enquiry. But the Enquiry Officer did not listen to him. The Learned Counsel also submitted that the alleged incident took place while the Petitioner was working in the branch where the Branch Manager and concerned officers also verified the instruments and endorsed that the instruments were valid and correct. The Petitioner was thus proceeded with further transactions. Without considering the facts and circumstances of his case the enquiry officer submitted his report stating that the charges were held to be proved against the Petitioner. The findings of the enquiry officer are perverse, biased and are liable to be set aside. Without giving any opportunity of being heard, basing on the ex-parte enquiry report the Respondent straight away issued dismissal order to the Petitioner vide order dated 13.1.1996. The Petitioner preferred an appeal to the Chairman and Managing Director. But the appeal was dismissed. It is further submitted that the order of the Appellate Authority is also illegal, arbitrary and unjust. The Respondent bank initiated criminal proceedings against the Petitioner vide C.C. No.51 of 1998, 52 of 1998 and 53 of 1998 on the file of the Judicial Magistrate, 1st class of Pattikonda, and charges under Sec. 409, 420 and 477 – A of IPC were framed against the Petitioner but, in the trial the Petitioner was acquitted from the charges. After acquittal from the criminal cases, the Petitioner made a representation to the Respondents enclosing the copy of the judgement to reinstate him into service, but the respondents did not take any action. The Disciplinary Authority and Appellate Authority failed to see that the punishment of dismissal from service is grossly disproportionate to the gravity of charges and also failed to consider the statement of the Petitioner and taken disciplinary action by way of imposing major penalty of dismissal from service over the Petitioner. The Disciplinary Authority and Appellate Authority failed to consider the past service of the Petitioner. The present case squarely falls under the case of *Jagadamba Prasad Shukla Vs. State of U.P. and others and 2000(7) SCC page 90 and Andhra Bank vs. W.T. Seshachalam 2004(2) SCC 287* wherein the apex Court held that the provision also applicable where suspension ordered during pendency of regular departmental proceedings and in the meantime prosecution launched after investigation by an outside agency, but ultimately the employee acquitted of the criminal charges by Court and departmental proceedings continued for year. The Petitioner was unable to secure alternate employment subsequent to his dismissal from service by the respondent. Both the cases are squarely applicable to the case of the Petitioner. After dismissal of the service the Petitioner has become jobless and unable to provide financial assistance to his family members. The Punishment imposed on the Petitioner is grave in nature. The Learned Counsel for the Petitioner submitted that the Petitioner be reinstated into service.

8. On the other hand the Learned Counsel appearing on behalf the Respondent contended that while the Petitioner was working at H. Khairawadi branch as a clerk, he failed to account for the amount received by him from the customers of the bank for credit of their accounts. The Petitioner issued counter foils and made entries for such amounts in the pass books of the customers. By adopting to the above modus operandi, huge amounts of the customers have been misappropriated by the Petitioner during the period from 1992-1994. On the complaint of several customers the bank got investigated into the matter through its officers and found that the Petitioner has misappropriated funds of many of the customers/bank. The Petitioner had addressed a letter dated 17.6.1993 to the then Branch manager of the bank confessing various frauds and irregularities committed by him in the bank. After coming to know about the fraud and misappropriation committed by the Petitioner the bank issued charge sheet to the Petitioner dated 4.5.1994. On receipt of the charge sheet the Petitioner failed to submit his reply to the charge sheet. Subsequently one enquiry was conducted, and the Petitioner failed to attend the enquiry proceedings. The Enquiry Officer conducted the enquiry ex-parte. The Enquiry Officer submitted his enquiry report holding the Petitioner guilty of the charges levelled against him. The Disciplinary Authority after considering the findings of the Enquiry Officer and upon personal hearing of the Petitioner passed the order of dismissal. The Petitioner attended the personal hearing and requested to reduce the proposed punishment. The Petitioner preferred a departmental appeal before the Appellate Authority, but the appeal was dismissed. Three criminal cases were ended in acquittal by the court by giving benefit of doubt to the

accused mainly on the ground that the fraud and misappropriation came to light and the matter was investigated by the bank in the year 1996 but there is 3 years delay in lodging the complaint and it is not explained, and further the complainant did not come to the witness box and did not give his evidence. In any case the criminal case has got nothing to do with departmental enquiry proceedings. The contention of the Petitioner that the punishment awarded is disproportionate to the gravity of charges is incorrect. Due to the acts of the Petitioner the Respondent bank suffered substantially. The respondent bank has to protect the interests of his customers and also has to preserve their confidence in the bank. The proven fraudulent actions on the part of the Petitioner have harmed the reputation of the bank substantially. The bank has suffered financial loss of Rs.2,37,370/- due to the fraudulent actions of the Petitioner. From the records and investigation reports, it is clear that the Petitioner failed to account for the amounts tendered by the account holders/borrowers. Further more in order to conceal his fraudulent acts, the Petitioner destroyed or manipulated the records and also made fictitious entries. In 14 crop loan accounts, loan documents were missing from the branch and subsequently investigating officers were able to retrieve the loan documents/papers in respect of 12 accounts from the residence of the Petitioner. Further, the Petitioner prepared fresh ledger sheets by removing the original ledger sheets in 17 crop loan accounts. The above acts clearly confirm the mala fide intention of the Petitioner and he played fraud on the customers as well as on the bank. The Disciplinary Authority has rightly passed the order. The bank has paid subsistence allowance to the Petitioner as per rules. The Petitioner has not raised any objection regarding payment of subsistence allowance at any point of time either at the time of enquiry or at the time of personal hearing, or at the time of orders passed by the Disciplinary Authority or at the time of appeal before the Appellate Authority. No principles of natural justice have been violated. The present Petitioner had involved in misappropriation of public funds and he should not be allowed to continue as a service holder in the bank.

9. **Point No.I :** On consideration of the rival contentions of both the sides it is seen that the Department has conducted the domestic enquiry and it was found legal and valid by the order of this court dated 8.8.2013, giving liberty to the Petitioner to summon any of the witnesses who were examined during the domestic enquiry for cross examination. This Tribunal had also directed the Petitioner to place his own evidence before the court and had also given more than one month time to take steps in this regard. But the Petitioner failed to avail the opportunity and remained silent which indicates that the Petitioner has nothing to say on the domestic enquiry held by the Department. It had already been held that the domestic enquiry has been conducted by the Department following the procedure of Law and following the principles of natural justice and the principles of natural justice has not been violated during the course of the domestic enquiry. The Petitioner has attended personal hearing before the Disciplinary Authority at the time of passing of the punishment order. But as the allegation against the Petitioner was so grave no lenient punishment was given to the Petitioner. There is allegation of fraud, misappropriation of public funds and misconduct. The allegation of the Petitioner is that as he has been acquitted in the criminal cases U/s. 409, 420 and 477-A of IPC, he may be reinstated into service. Admittedly, the Police has investigated into the matter and submitted charge sheet against the Petitioner under Sec.409, 420 and 477-A of IPC but during the course of trial as the prosecution failed to establish the charges the court passed an acquittal order giving benefit of doubt. As there was some technical latches on the part of the prosecution, the criminal cases were ended in acquittal. It does not mean that due to the acquittal in the criminal proceeding the Petitioner will be discharged from the departmental charges made in the departmental proceedings. The Petitioner has been found guilty and the enquiry conducted by the Department is found legal and valid. The Petitioner has been involved on the allegation of fraud and misappropriation of public funds. If in any of the employees of the public institution will be involved in the misappropriation of accounts and fraud, the public would lose their faith from that public institution like bank, and people will lose their trust from the public institution. The Petitioner has relied on two judgements of the apex Court in the case of *Jagadamba Prasad Shukla Vs. State of U.P. and others* and 2000(7) SCC page 90 and *Andhra Bank vs. W.T. Seshachalam* 2004(2) SCC 287, wherein the facts of both the cases are not similar to the facts of the present case. In both the cases no subsistence allowance had been given to the Petitioner during the course of the departmental enquiry for which the delinquent employee was unable to attend the enquiry. But in the instant case, the Petitioner had been given subsistence allowance as admissible. Further, more, no where the Petitioner has averred that due to non-payment of subsistence allowance he was unable to participate in the enquiry. He has never made any representation to the Respondents Bank at any point of time about payment of subsistence allowance prior to filing of the present case. Since the Petitioner has been involved in misappropriation of public money and committed fraud on the customers of the bank as well as the bank itself, the Department has rightly passed the punishment of dismissal order and no question of lenient view is required to be taken and the action taken by the management of Canara Bank in dismissing the Petitioner Sri S. Pedda Reddy from service is legal and justified.

Thus, Point No.I is answered accordingly.

10. **Point No.II:** In view of the findings given in Point No.I, the Petitioner is not entitled to get any relief.

Thus, Point No.II is answered accordingly.

Result:

In view of the fore gone discussion, it is held that the action of the management of Canara Bank in dismissing the Petitioner Sri S. Pedda Reddy, Clerk from service vide proceedings dated 13.1.1996 is legal and justified. The petition is dismissed without costs.

Award is passed accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 22nd June, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1862.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कार्पोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 496/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/25/2002-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1862.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 496/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Corporation Bank and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/25/2002-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th April, 2017

Reference: (CGITA) No. 496/2004

The Assistant General Manager,
Corporation Bank,
Zonal Office, 2nd Floor,
Nr. Navrangpura P.O., P.B. No. 4106,
Ahmedabad (Gujarat) – 380009

...First Party

V/s

Shri Yogeshkumar J. Shah,
B/404, Suryoday Tower, Ghatlodia,
Ahmedabad (Gujarat) – 380061

...Second Party

For the First Party : Shri K.V. Gadhia & Shri M.K. Patel

For the Second Party : Shri A.N. Patel

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/25/2002-IR(B-II) dated 18.06.2002 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of Deputy General Manager, Corporation Bank, Ahmedabad in ordering dismissal from service to Shri Yogeshkumar J. Shah, Special Assistant w.e.f. 08.06.2001 is legal, proportionate to the fault and justified? If not, then to what relief the concerned workman is entitled to and from which date?”

1. The reference dates back to 18.06.2002. The second party submitted the statement of claim Ex. 3 on 26.04.2004 and the first party submitted the written statement Ex. 9 on 21.09.2005 along with the documents vide list Ex. 11 including domestic inquiry report. Since then the second party has not been leading evidence. On 22.12.2015, the second party was given last opportunity to lead evidence on 28.04.2016, the second party did not lead evidence on 28.04.2016 and was given further 4 opportunities on 06.09.2016, 21.12.2016, 15.02.2017 and today on 18.04.2017 but today itself, the second party is absent and failed to lead evidence on all the earlier dates and today. Thus, in the said circumstances, the tribunal has no option but to close the evidence of the second party and to dispose of the reference for want of evidence of the second party.

2. Thus in the light of aforesaid circumstances and in the absence of the evidence of the second party, the reference is disposed of with the observation as under: “the action of Deputy General Manager, Corporation Bank, Ahmedabad in ordering dismissal from service to Shri Yogeshkumar J. Shah, Special Assistant w.e.f. 08.06.2001 is legal, proportionate to the fault and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1863.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 130/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/151/2005-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1863.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 130/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/151/2005-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 24th April, 2017

Reference: (CGITA) No. 130/2006

The General Manager,
Bank of Baroda,
Mandvi Branch,
Baroda (Gujarat)

...First Party

V/s

Shri H.J. Vanker,
111, Shantikunj, Society,
Vedtal Road,
Bakrol Tehsil,
Anand (Gujarat)

...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/151/2005-IR(B-II) dated 24.05.2006 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bank of Baroda by terminating the services of the Shri H.J. Vanker is legal and justified? If not, what relief the workman is entitled to and to what extent?”

1. The reference dates back to 24.05.2006. The second party submitted the statement of claim Ex. 7 on 16.10.2008 and the first party submitted the written statement Ex. 9 on 30.01.2009. Since then the second party has been absent and has also not preferred to lead evidence. The tribunal issued fresh notice Ex. 11 to both the parties to appear on 15.03.2011. The second party advocate appeared and informed vide letter Ex. 12 dated 02.01.2017 that he is not able to trace the second party workman. Thus, it appears that the workman is not willing to prosecute the case.

2. Therefore, the reference is disposed of in the absence of the evidence of the second party workman with the observation as under: “the action of the management of Bank of Baroda by terminating the services of the Shri H.J. Vanker is legal and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1864.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 51/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/18/2005-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1864.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/18/2005-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 25th April, 2017

Reference: (CGITA) No. 51/2005

The Deputy General Manager,
Syndicate Bank,
Nepture Towers, Opp. Nehru Bridge,
Ashram Road,
Ahmedabad (Gujarat) – 380009

...First Party

V/s

Shri Jayesh Kumar N. Dave,
16, Akanksha Flats Near Jivraj Bridge,
Satellite Road,
Ahmedabad (Gujarat) – 380015

...Second Party

For the First Party : Shri P.S. Chari

For the Second Party : Shri V.H. Dixit

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/18/2005-IR(B-II) dated 26.05.2005 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of the Syndicate Bank, Ahmedabad in awarding punishment of compulsory retirement to Shri Jayesh Kumar N. Dave, Clerk is legal, fair and justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 26.05.2005. The second party submitted the statement of claim Ex. 5 on 05.12.2005 and the first party submitted the written statement Ex. 13 on 26.06.2007. The second party workman submitted his affidavit/examination in chief Ex. 15 on 21.08.2007 but he did not responded for cross-examination since then. On 21.12.2015, the first party counsel informed the tribunal that the workman has expired a year back, therefore, the case was listed for 28.05.2016, 06.09.2016, 20.12.2016 and 21.02.2017 to move applications for substitution of legal heirs of the workman by the advocate of the second party but the advocate of the second party has also been absent since then. Thus it appears that the legal heirs and his advocate are not willing to prosecute the case.

2. Therefore, the reference is disposed of as abate.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1865.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 950/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/165/1993-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1865.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 950/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/165/1993-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 26th April, 2017

Reference: (CGITA) No. 950/2004

The BranchManager,
Syndicate Bank, Kalva Chowk,
M.G. Road,
Junagadh (Gujarat)

...First Party

V/s

Shri Mulchand Kewalram Karia,
C/o H.I. Manavati Hitan,
Fatiya, Nagkheda,
Junagadh (Gujarat)

...Second Party

For the First Party : Shri P.S. Chari

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/165/93-IR(B-II) dated 24.11.1993 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the claim of Shri Mulchand Kewalram Karia that he was a workman of Syndicate Bank is justified? If so, whether the action of the management of Syndicate Bank in terminating the services of Shri M.K. Karia, Pegmy agent with effect from 07.12.1990 is justified? What relief, if any, is Shri Karia entitled to?”

1. The reference dates back to 24.11.1993. The second party submitted the statement of claim Ex. 5 on 07.10.1996 and the first party submitted the written statement Ex. 8 on 02.12.1997.

2. Later on creation of Central Government Industrial Tribunal, this tribunal issued notice Ex. 13 to both the parties on 21.03.2011 to appear on 19.04.2011. In response to the notice, Shri P.S. Chari advocate for the first party submitted his vakalatpatra Ex. 14 but none responded for the second party since then. Thus it appears that despite service of fresh notice, the second party is not willing to prosecute the case. Therefore, this tribunal has no option but to dispose of the reference as in non-prosecution of the case by the second party.

3. Thus the reference is disposed of in the absence of the evidence of second party with the observation as under: “the action of the management of Syndicate Bank in terminating the services of Shri M.K. Karia, Pegmy agent with effect from 07.12.1990 is justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1866.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 595/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/208/1994-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1866.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 595/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/208/1994-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 26th April, 2017

Reference: (CGITA) No. 595/2004

1. The Branch Manager,
Syndicate Bank, Morbi,
Rajkot (Gujarat)
2. The Regional Manager,
Syndicate Bank, Neptune Tower,
Ashram Road,
Ahmedabad (Gujarat)

...First Party

V/s

Shri Pruthviraj Kitangarbhai Chavda,
Rajput Sheri, Morbi,
Rajkot (Gujarat)

...Second Party

For the First Party : Shri P.S. Chari

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/208/94-IR(B-II) dated 29.12.1994 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Syndicate Bank, Ahmedabad in dismissing the services of Shri P.K. Chavda, Pigmy Agent w.e.f. 16.10.1991 is justified? If not, what relief is the said workman entitled to?”

1. The reference dates back to 29.12.1994. The second party submitted the statement of claim Ex. 2 on 11.02.1995 and the first party submitted the written statement Ex. 4 on 13.11.1996. To this written statement, the second party submitted the rejoinder Ex. 6 on 10.09.1997 along with number of documents in the Industrial Tribunal Rajkot.

2. Later on creation of Central Government Industrial Tribunal, this tribunal issued notice Ex. 19 to both the parties on 04.03.2011 to appear on 21.04.2011. In response to the notice, Shri P.S. Chari advocate for the first party submitted his vakalatpatra Ex. 20 but none responded for the second party since then. Thus it appears that despite service of fresh notice, the second party is not willing to prosecute the case. Therefore, this tribunal has no option but to dispose of the reference as in non-prosecution of the case by the second party.

3. Thus the reference is disposed of in the absence of the evidence of second party with the observation as under: “the action of the management of Syndicate Bank, Ahmedabad in dismissing the services of Shri P.K. Chavda, Pigmy Agent w.e.f. 16.10.1991 is justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1867.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 06/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12011/124/2005-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1867.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 08.08.2017.

[No. L-12011/124/2005-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th April, 2017

Reference: (CGITA) No. 06/2006

The Chief Manager,
Central Bank of India,
Regional Office, Pension Department, NCL Building,
5th Floor, Bandra Kurla Complex,
Bandra (E), Mumbai – 400051

...First Party

V/s

The General Secretary,
Central Bank Employees Association,
8, Madhuvan Society, Timalyawad, Nanpura,
Surat (Gujarat) – 395001

...Second Party

For the First Party : Shri P.S. Chari

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12011/124/2005-IR(B-II) dated 05.01.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Central Bank of India, Pension Department, Mumbai in not giving pension to Mr. Y.B. Jadav, Ex-armed Guard, who voluntarily retired from service as per Bank’s scheme w.e.f. 31.03.2001 is legal, proper and just? If not, to what relief the concerned workman is entitled to?”

3. The reference dates back to 05.01.2006. The second party submitted the statement of claim Ex. 3 on 21.11.2006 and the first party submitted the written statement Ex. 11 on 19.03.2009. Since then the second party has not been responding despite submitting his affidavit Ex. 6 on 29.06.2007 for cross-examination. Thus, it appears that the second party has not been willing to prosecute the case.

4. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under: “the action of the management of Central Bank of India, Pension Department, Mumbai in not giving pension to Mr. Y.B. Jadav, Ex-armed Guard, who voluntarily retired from service as per Bank’s scheme w.e.f. 31.03.2001 is legal, proper and just.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1868.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 20/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/40/2008-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1868.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/40/2008-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 24th April, 2017

Reference: (CGITA) No. 20/2008

1. The Assistant General Manager,
Bank of Baroda, Regional Office,
BOB Building, 2nd Floor, M.G. Road,
Rajkot (Gujarat) - 370240
2. The Branch Manager,
Bank of Baroda, Diwanpar Wankar,
Rajkot (Gujarat) - 370420

...First Party

V/s

Shri Jafarsha Hussainsha,
Kumbhar Para, Street No. 5,
PO Wankaner,
Rajkot (Gujarat)

...Second Party

For the First Party : Shri V.K. Mashar

For the Second Party : Shri P.K.

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/40/2008-IR(B-II) dated 18.08.2008/24.06.2010 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Regional Manager, Bank of Baroda, Regional Office, Rajkot in not providing employment to Shri Jafarsha Hussainsha, Ex-peon after the date of termination (01.08.2007) is legal and justified? What relief the workman concerned is entitled to?”

1. The reference dates back to 18.08.2008/24.06.2010. The second party workman submitted the statement of claim Ex. 9 on 07.10.2010 along with the documents vide list Ex. 10. The first party submitted the written statement Ex. 13 on 07.03.2012. The second party workman submitted a re-joinder affidavit to the written statement Ex. 15 on 20.11.2013 along with number of documents.
2. The first party also submitted the number of documents vide list Ex. 16 on 06.01.2017 but the second party workman has not been appearing since 24.03.2015. Thus, it appears that the workman is not willing to prosecute the case.
3. Therefore, the reference is disposed of in the absence of the evidence of the second party workman with the observation as under: “the action of the Regional Manager, Bank of Baroda, Regional Office, Rajkot in not providing employment to Shri Jafarsha Hussainsha, Ex-peon after the date of termination (01.08.2007) is legal and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1869.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 64/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 08.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/25/2005-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 8th August, 2017

S.O. 1869.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 64/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 08.08.2017.

[No. L-12012/25/2005-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 27th April, 2017

Reference: (CGITA) No. 64/2005

The Chief Manager (CS),
Bank of India,
Ahmedabad Zone, BOI Building, Bhadra,
Ahmedabad (Gujarat)

...First Party

V/s

The General Secretary,
Bank of India Staff Union,
Ahmedabad & Gujarat Branches,
Bhadra,
Ahmedabad (Gujarat) – 389001

...Second Party

For the First Party : Shri D.C. Gandhi Associates

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/25/2005-IR(B-II) dated 05.07.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bank of India, Ahmedabad to impose the punishment of compulsory retirement from service on Shri K.S. Maheria, Ex.-Agricultural Assistant is legal and justified? If not, what relief the workman is entitled to and to what extent?”

1. The reference dates back to 05.07.2005. The second party submitted the statement of claim Ex. 4 on 13.06.2005 and the first party submitted the written statement Ex. 6 on 11.02.2007. Since then the second party has failed to lead evidence despite giving dozens of opportunities. Thus it appears that the second party is not willing to prosecute the case.
2. Therefore, the reference is disposed of in the absence of the evidence of the second party with the observation as under : “the action of the management of Bank of India, Ahmedabad to impose the punishment of compulsory retirement from service on Shri K.S. Maheria, Ex.-Agricultural Assistant is legal and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 8 अगस्त, 2017

का.आ. 1870.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा हिंदुस्तान कीटनाशकों लिमिटेड, रासायनि (महाराष्ट्र), भटिंडा (पंजाब) यूनिट्स के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;

- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है ; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना ।
- (6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/12/2013-एस.एस.-I]

अजय मलिक, अवर सचिव

New Delhi, the 8th August, 2017

S.O. 1870.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of **Hindustan Insecticides Ltd., Rasayani (Maharashtra) and Bhatinda (Punjab) units** from the operation of the said Act. The exemption shall be effective for a period of one year from the date of issue of notification.

2. The above exemption is subject to the following conditions namely:-

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;

- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :-
- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
 - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
 - (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
 - (e) exercise such other powers as may be prescribed.
- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/12/2013-SS-I]

AJAY MALIK, Under Secy.